



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 02:02:98 on and from

Clause 1.1 TITLE

OPDATE 02:02:98 on and from

This Award is referred to as the 'Local Government Employees Award'.

Clause 1.2 ARRANGEMENT

OPDATE 06:11:2019 on and from

1.2.1 By Part

Subject Matter

Clause No

PART 1 APPLICATION AND OPERATIONS

Title	1.1
Arrangement	1.2
Scope, Persons Bound and Locality	1.3
Commencement Date of Award and Duration	1.4
Definitions	1.5
Continuous Service	1.6

PART 2 AWARD FLEXIBILITY

Enterprise Flexibility	2.1
Multi-skilling	2.2

PART 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

Introduction of Change	3.1
Dispute Settling Procedure	3.2

PART 4 EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

Anti-Discrimination	4.1
Employment Categories	4.2
Termination of Employment	4.3
Redundancy	4.4
Absence from Duty	4.5
Stand Down of Employees	4.6

Subject Matter**Clause No****PART 5 WAGES AND RELATED MATTERS**

Classification Structure	5.1
Wage Rates.....	5.2
Allowances	5.3
Mixed Functions/Higher Duties	5.4
Payment of Wages	5.5
Superannuation.....	5.6
Safety Net Adjustments	5.7
Economic Incapacity Applications	5.8

PART 6 HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

Hours of Work.....	6.1
Work Breaks.....	6.2
Overtime.....	6.3
Weekend Work in Ordinary Time	6.4

PART 7 LEAVE OF ABSENCE

Annual Leave	7.1
Sick Leave	7.2
Bereavement Leave	7.3
Parental Leave	7.4
Carer's Leave	7.5
Public Holidays	7.6
Trade Union Training Leave	7.7
Study Leave.....	7.8
Local Government Steering Committee	7.9
Leave to deal with Family or Domestic Violence.....	7.10

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

Travelling, Transport and Fares	8.1
---------------------------------------	-----

PART 9 TRAINING

Deleted	9.1
---------------	-----

PART 10 OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Clothing, Equipment and Tools.....	10.1
Occupational Health and Safety	10.2

PART 11 AWARD COMPLIANCE AND "ASSOCIATION" RELATED MATTERS

Posting of Award.....	11.1
Subject Matter	Clause No
Time and Wages Records.....	11.2
Right of Entry	11.3
Union Deductions.....	11.4

SCHEDULES

Wage Rates (Incorporating Supplementary Payments)	Schedule 1
Service Payments.....	Schedule 2
Actual Rates of Pay	Schedule 3
Work Related Allowances	Schedule 4
Expense Related Allowances.....	Schedule 5
Minimum Wage.....	Schedule 6
Classification Structure Criteria	Schedule 7
Supported Wage System.....	Schedule 8
Training Wage Arrangements.....	Schedule 9

1.2.2 By Alphabetical Order

Absence from Duty.....	4.5
Additional Rates	5.3.2
Allowances	5.3
Annual Leave	7.1
Anti-Discrimination.....	4.1
Arrangement.....	1.2
Bereavement Leave	7.3
Carer's Leave	7.5
Casual Employment.....	4.2.4
Classification Structure	5.1
Clothing, Equipment and Tools.....	10.1
Commencement Date of Award and Duration.....	1.4
Continuous Service.....	1.6
Contract Work	4.2.6
Definitions	1.5
Disabilities Allowance.....	5.3.1
Dispute Settling Procedure	3.2
Drivers Licence	5.3.6
Economic Incapacity Applications	5.8
Employment Categories	4.2
Enterprise Flexibility.....	2.1
Fixed Term Employment.....	4.2.5
Higher Duties	5.4.2
Hours of Work.....	6.1
Introduction of Change.....	3.1
Leave to deal with Family or Domestic Violence.....	7.10
Local Government Steering Committee	7.9
Meal Allowance	5.3.5
Minimum Remuneration Standard.....	5.2.5
Mixed Functions.....	5.4.1
Multi-skilling.....	2.2
Occupational Health and Safety	10.2
Overtime.....	6.3
Parental Leave	7.4
Part-Time Employment	4.2.3
Payment of Wages.....	5.5
Plumbing (Trade) Allowances.....	5.3.4
Posting of Award.....	11.1
Probationary Employment	4.2.1
Public Holidays	7.6
Redundancy	4.4
Right of Entry	11.3
Safety Net Adjustments	5.7
Scope, Persons Bound and Locality	1.3
Sick Leave	7.2
Standing Down Employees.....	4.6
Study Leave.....	7.8

Subject Matter	Clause No
Superannuation.....	5.6
Termination of Employment.....	4.3
Time and Wages Records.....	11.2
Title	1.1
Tool Allowance	5.3.3
Trade Union Training Leave	7.7
Travelling, Transport and Fares	8.1
Union Deductions.....	11.4
Wage Rates.....	5.2
Weekend Work (Ordinary Time)	6.4
Weekly Hire	4.2.2
Work Breaks.....	6.2

SCHEDULES

Actual Rates of Pay	Schedule 3
Classification Structure Criteria	Schedule 7
Expense Related Allowances.....	Schedule 5
Minimum Wage.....	Schedule 6
Service Payments.....	Schedule 2
Supported Wage System.....	Schedule 8
Training Wage Arrangements.....	Schedule 9
Wage Rates (Incorporating Supplementary Payments)	Schedule 1
Work Related Allowances	Schedule 4

Clause 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 02:02:98 on and from

- 1.3.1 This Award is binding on the industry of the occupations of all persons excepting any clerical employees and other non manual workers engaged by any municipal corporation or any corporation or district council in the State of South Australia and the occupations of all persons except clerical employees and other non manual workers engaged in work carried out for or on behalf of such municipal corporations and district councils whether as employers or employees.
- 1.3.2 This Award is not binding on:
- those persons who at the time of making this Award were subject to an Enterprise Agreement within the meaning of the Act, (to the extent of any inconsistency with the Award).
 - the Corporation of the City of Adelaide or employees of that corporation.

Clause 1.4 COMMENCEMENT DATE OF AWARD AND DURATION

OPDATE 02:02:98 on and from

This Award comes into force on the 2nd February 1998 and remains in force, subject to variation or until rescinded or replaced.

Clause 1.5 DEFINITIONS

OPDATE 06:11:2019 on and from

In this Award except where otherwise indicated:

"Act" means the *Fair Work Act 1994* (SA).

"Award" means the Local Government Employees Award.

"Employee" means an employee covered by this Award.

"Commission" means the South Australian Employment Tribunal, acting as an industrial relations commission.

"Union" means the Amalgamated AWU (S.A) State Union.

Clause 1.6 CONTINUOUS SERVICE

OPDATE 02:02:98 on and from

1.6.1 Maintenance of Continuous Service

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

- 1.6.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- 1.6.1.2 absence of the employee from work for any cause by leave of the employer
- 1.6.1.3 absence from work on account of illness, disease or injury
- 1.6.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- 1.6.1.5 interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the Act or Long Service Leave Act.
- 1.6.1.6 interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- 1.6.1.7 transfer of the employment of an employee from one Council to another Council subject to the provisions of the Local Government Act.

1.6.2 CALCULATION OF PERIOD OF SERVICE

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

- 1.6.2.1 to the extent that the employee receives or is entitled to receive pay for the period or,
- 1.6.2.2 where the absence results from a decision of the employer to stand the employee off without pay.

PART 2 AWARD FLEXIBILITY

OPDATE 02:02:98 on and from

Clause 2.1 ENTERPRISE FLEXIBILITY

OPDATE 02:02:98 on and from

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

Clause 2.2 MULTI-SKILLING

OPDATE 02:02:98 on and from

A Council may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training.

PART 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

OPDATE 02:02:98 on and from

Clause 3.1 INTRODUCTION OF CHANGE

OPDATE 02:02:98 on and from

3.1.1 NOTIFICATION OF INTENDED CHANGE

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

3.1.1.2 `Significant Effects' include:

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

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

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

- the introduction of the changes referred to in 3.1.1.1;
- the effects the changes are likely to have on employees;
- measures to avert or mitigate the adverse effects of such changes on employees.

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

3.1.2.2 The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in 3.1.1.1.

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

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

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

Clause 3.2 DISPUTE SETTLING PROCEDURE

OPDATE 06:11:2019 on and from

- 3.2.1 The procedures below are established in order to minimise the effects of industrial disputes and are entered into by the parties as a measure and commitment to this effect without limiting the rights of any party. At all stages of the
- 3.2.2 procedures, the parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 3.2.2 STAGES OF DISPUTE SETTLEMENT
- Stage 1: The employee and/or the Job Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor will contact the employee and/or the Job Representative.
- Stage 2: If the dispute is not settled at Stage 1 the employee and the Job Representative will meet with the Supervisor and his/her Manager.
- Stage 3: If the dispute is not settled at Stage 2, the employee, Job Representative and Union Organiser will meet with the Supervisor/Manager and CEO.
- Stage 4: If the dispute is not settled at Stage 3, the State Secretary of the Union will be advised. If Council considers it appropriate, additional assistance may be sought from the LGA in order to settle the matter.
- Stage 5: If the dispute is not settled at Stage 4, either party may refer the matter to the Commission for conciliation and/or arbitration.
- 3.2.3 Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within five working days.

PART 4 EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

OPDATE 02:02:98 on and from

Clause 4.1 ANTI-DISCRIMINATION

OPDATE 02:02:98 on and from

- 4.1.1 It is the intention of the parties to this Award to achieve the principal object in section 3 (m) of the Act by helping to prevent and eliminate discrimination on the basis of colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Award provisions nor their operations are directly or indirectly discriminatory in their effects.
- 4.1.3 Nothing in the clause is to be taken to affect:
- 4.1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
 - 4.1.3.2 until considered and determined further by the Commission the payment of different wages for employees who have not reached a particular age;
 - 4.1.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 4.1.4 Nothing in this clause is to be taken to prevent:
- 4.1.4.1 a matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent and requirements of the particular position.

Clause 4.2 EMPLOYMENT CATEGORIES

OPDATE 01:10:2011 1st pp on or after

4.2.1 PROBATIONARY EMPLOYMENT

- 4.2.1.1 A Council may engage new employees or promote existing employees on a probationary basis of 3 months duration for the purpose of facilitating the assessment of an employee's work performance.
- 4.2.1.2 The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial 3 months employment.
- 4.2.1.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the Council.
- 4.2.1.4 Provided however that where an existing employee is promoted to a higher classification under the Award, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees suitability for the position. Provided further that where the employee has within the last 12 months acted in the position for an accumulated period of 3 months, the employee will be considered to have satisfied this requirement.

4.2.2 WEEKLY HIRED EMPLOYMENT (FULL TIME AND PART-TIME)

The contract of hiring of every employee bound by this Award will, other than in the case of casual employees, be deemed to be a hiring by the week.

4.2.3 PART-TIME EMPLOYMENT

- 4.2.3.1 An employee who performs work (less than 38 hours per week) on a regular weekly basis may be engaged as a regular part-time employee.

The employee is employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee but on a pro-rata basis according to the normal weekly hours worked.

- 4.2.3.2 Part-time employees are entitled to overtime payments for work performed in excess of the daily hours normally performed by the employee in accordance with his/her contract of employment, subject to any arrangements (re flexible working hours) which may operate in respect of the workforce or work groups.
- 4.2.3.3 Provided however that the ordinary hours of work for a part-time employee can be altered by mutual agreement between the Council and the employee concerned, to cover short-term or longer-term operational requirements.

4.2.4 CASUAL EMPLOYMENT

- 4.2.4.1 A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 20% in addition to the applicable rates of pay prescribed under Schedule 1 (Wage Rates) and Schedule 2 (Supplementary Payments) to the Award.

Provided however that the casual loading shall be increased in accordance with the following:

- to 22.5% from the first full pay period to commence on or after 24 November 2004; and
- to 25% from the first full pay period to commence on or after 1 July 2005

- 4.2.4.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in Part 7 of the Award. Provided however that where a casual employee performs work at a time which attracts penalty rates under the Award, the penalties will also apply for the work performed by the casual employee.

- 4.2.4.3 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of the employer, work does not resume, the employees will be paid for that day, no less than 2 hours pay for the day.

- 4.2.4.4 Where a casual employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than 2 hours pay.

- 4.2.4.5 The minimum engagement for a casual is 2 consecutive hours.

- 4.2.4.6 With the exception of swimming pool attendants, the maximum term of engagement for a casual working full-time (ie. a 38 hour week) will be ten consecutive weeks.

Provided however that there are no limitations on the term of engagement of a casual employee working less than full-time hours.

- 4.2.4.7 Conversion of Employment Status

- 4.2.4.7.1 Notwithstanding any other provisions of clause 4.2.4, any employee:

- (a) engaged on a contract of employment who is entitled to be, or is, paid as a casual employee; and
- (b) who has been employed by an employer during a period of a least 12 months, either:
 - (i) on a regular and systematic basis for several periods of employment; or
 - (ii) on a regular and systematic basis for an ongoing period of employment; and
- (c) whose employment is consistent with full-time or part-time employment (working a minimum of ten (10) hours per week),

shall thereafter have the right to elect to have his or her employment converted to full-time or part-time employment if such employment is to continue beyond the 12 month period.

- (d) provided however that *annual seasonal type employment* shall be excluded from the operation of clause 4.2.4 including:
- swimming pool employees,
 - sale yard employees,
 - beach cleaning employees.

For the purpose of this clause 4.2.4.7.1(d) the reference to *annual seasonal type employment* shall mean work on behalf of the council normally carried out at a particular time of each year and for a limited period having regard to the work operation.

- (e) provided further that the operation of clause 4.2.4.7.1 shall not apply in the case of casual employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers compensation or other such long term absences.

- 4.2.4.7.2 Every employer of such an employee shall give the employee notice in writing of the provisions of 4.2.4.7.1 within 4 weeks of the employee attaining the qualifying period of 12 months in accordance with clause 4.2.4.7.1 hereof. The employee retains his or her right of election under the clause if the employer fails to comply with the clause.
- 4.2.4.7.3 Any such employee who does not within 4 weeks of receiving written notice elect to convert his or her employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 4.2.4.7.4(a) Any employee who has a right to elect under clause 4.2.4.7.1 upon receiving notice as prescribed in 4.2.4.7.2 shall give four (4) weeks notice in writing to the employer that he or she seeks to elect to convert his or her employment to full-time or part-time employment.
- 4.2.4.7.4(b) Within four (4) weeks of receiving such notice from an employee (as set out in 4.2.4.7.4(a)), the employer shall consent to or refuse the election but shall not unreasonably so refuse.
- 4.2.4.7.5 Where, in accordance with 4.2.4.7.4 an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.2 Dispute Settling Procedure.
- 4.2.4.7.6 If an employee has elected to have his or her employment converted to full-time or part-time employment in accordance with clause 4.2.4.7.4, the employer and employee shall (subject to clause 4.2.4.7.4), discuss and agree upon which form of employment the employee will convert to, that is full-time or part-time. Following such agreement being reached, the employee will convert to full-time or part-time employment.
- 4.2.4.7.7 Once an employee has elected to and with the agreement of the employer converts to full-time or part-time employment, the employee may only revert to casual employment by written agreement with the employer.
- 4.2.4.7.8 Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.2 Dispute Settling Procedure.
- 4.2.4.7.9 An employer must not engage or re-engage, or dismiss or threaten to dismiss or prejudice an employee in employment to avoid any obligation under this clause.
- 4.2.4.7.10 Where an employee converts from casual to full-time or part-time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.

4.2.5 FIXED TERM EMPLOYMENT

A Council may engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.

4.2.6 CONTRACT WORK

- 4.2.6.1 The employer will not permit any operation or function or employment of any of the classes to which this Award is applicable to be carried on, exercised, or entered into by any contractor or other person on behalf of the employer except in accordance with the terms and conditions of this Award as if the contractor or other person were personally a party to and bound by this Award.
- 4.2.6.2 The employer will not enter into any contract for the carrying of any of the work covered by this Award by means of employees unless the contract contains a clause binding the contractor to pay the rates and observe the conditions prescribed in this Award in respect of the work contracted for so long as this Award remains in operation.

Clause 4.3 TERMINATION OF EMPLOYMENT

OPDATE 02:02:98 on and from

4.3.1 NOTICE OF TERMINATION BY EMPLOYER

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

Period of Continuous Service***Period of Notice***

Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

- 4.3.1.2 In addition to the notice in 4.3.1.1 employees over forty five years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.
- 4.3.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.3.1.1 and/or 4.3.1.2 and/or 4.4.4 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 4.3.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- 4.3.1.5 The period of notice in this Clause does not apply in the case of:
- dismissal for conduct that at common law justifies instant dismissal
 - casual employees
 - employees engaged for a specific period of time; or
 - for a specific task or tasks

4.3.2 TIME OFF DURING NOTICE PERIOD

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

4.3.3 STATEMENT OF EMPLOYMENT

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

4.3.4 PAYMENT IN LIEU

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

4.3.5 NOTICE OF TERMINATION BY EMPLOYEE

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

*Period of Continuous Service**Period of Notice*

Not more than 1 year

at least 1 week

More than 1 year

at least 2 weeks

Clause 4.4 REDUNDANCY

OPDATE 02:02:98 on and from

4.4.1 DEFINITION

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

4.4.2 EXCLUSIONS

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

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

4.4.3 DISCUSSIONS BEFORE TERMINATION

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

- the reasons for the proposed terminations;
- measures to avoid or minimise the terminations;
- measures to mitigate the adverse effects of any terminations on the employees concerned.

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

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

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

4.4.4 PERIOD OF NOTICE OF TERMINATION ON REDUNDANCY

- 4.4.4.1 If the services of an employee are to be terminated due to redundancy such an employee must be given notice of termination as prescribed by Clause 4.3 of this Award.
- 4.4.4.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the industry in relation to which the employer is or other like engaged must be given not less than 3 months notice of termination.
- 4.4.4.3 Should the employer fail to give notice of termination as required in this Award the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the Long Service Leave Act, 1987.

4.4.5 TIME OFF DURING NOTICE PERIOD

- 4.4.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 4.4.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.6 NOTIFICATION TO COMMONWEALTH EMPLOYMENT SERVICE

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

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

4.4.7 SEVERANCE PAY

- 4.4.7.1 In addition to the period of notice prescribed for termination in Clause 4.4 and 4.5.4.1 or 4.5.4.2 an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service.

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and over	8 weeks pay

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

4.4.8 WRITTEN NOTICE

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

- 4.4.8.1 the date and time of the proposed termination of the employee's employment
- 4.4.8.2 details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and methods by which those entitlements have been calculated;

- 4.4.8.3 advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 4.4.8.4 advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

4.4.9 TRANSFER TO LOWER PAID DUTIES

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

4.4.10 EMPLOYEE LEAVING DURING NOTICE

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

Clause 4.5 ABSENCE FROM DUTY

OPDATE 02:02:98 on and from

An employee not attending for duty will lose pay for the actual time of such non attendance except in the case of an employee who is absent from duty in accordance with the provisions of this Award, or by special leave specifically agreed with the employer.

Clause 4.6 STAND DOWN OF EMPLOYEES

OPDATE 02:02:98 on and from

- 4.6.1 The employer is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably be held responsible.
- 4.6.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work the employee will be paid in respect of that day not less than 2 hours pay. Such notice may be given either personally or by written notice left at the employee's last known place of abode.

PART 5 WAGES AND RELATED MATTERS

OPDATE 02:02:98 on and from

Clause 5.1 CLASSIFICATION STRUCTURE

OPDATE 02:02:98 on and from

- 5.1.1 The classification structure for employees covered under the Award consists of eight (8) gradings of Municipal Employee.
- 5.1.2 The classification criteria used to determine the appropriate grading of employees is shown under Schedule 7 to the Award.

Clause 5.2 WAGE RATESOPDATE 01:07:2020 1st pp on or after**5.2.1 ADULT WAGE RATES**

The minimum wage rates to be paid to adult employees under the Award are prescribed under the following Schedules to the Award, viz

- Schedule 1 Base Wage Rates
- Schedule 2 Service Payments
- Schedule 3 Actual Rates of Pay (ie the aggregation of the amounts contained under Schedules 1 and 2)
- Schedule 6 Minimum Wage
- Schedule 8 Supported Wage System

5.2.2 JUNIOR WAGES**5.2.2.1 *Maintenance and Construction Stream***

Junior employees under the age of 18 years are paid 60 per cent of the appropriate adult wage rate.

At 18 years of age and over, and where performing the duties usually performed by adult employees, the full adult rate is paid.

5.2.2.2 *Parks and Gardening Stream*

Junior employees within this stream are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 2.

Percentage of Municipal
Employee Grade 2

At 17 years or under	60
At 18 years	75
At 19 years	85
At 20 years	95

5.2.2.3 *Swimming Pool Centres*

Junior employees engaged to work in Swimming Pool Centres are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 4.

Percentage of Municipal
Employee Grade 4

At 17 years or under	60
At 18 years	70
At 19 years	80
At 20 years	90

5.2.3 APPRENTICE WAGES

The minimum weekly rate of wages for apprentices are the undermentioned percentages of the rate applicable for a Municipal Employee Grade 5.

	<u>Percentage of Municipal Employee Grade 5</u>
1st year	42
2nd year	55
3rd year	75
4th year	88

Provided that as from 1st pp on or after 01/07/2020 an adult apprentice must receive at least the State Minimum Award Wage of \$767.50 per week (see Clause 5.2.5).

5.2.4 CALCULATION OF WAGE RATES

Wage rates are to be calculated to the nearest 10 cents per week. Any fraction less than 5 cents shall go to the lower multiple and 5 cents or more to the higher multiple.

5.2.5 STATE MINIMUM AWARD WAGE

5.2.5.1 Subject to the exceptions provided in 5.2.5.3, as from the first pay period to commence on or after 1 July 2020, a full-time adult employee must be paid no less than the State Minimum Award Wage of \$767.50 per week or \$20.20 per hour for work performed in ordinary time. Adult casual employees must be paid no less than \$25.24 per hour for work performed in ordinary time.

5.2.5.2 Employees to whom junior rates apply in accordance with this Schedule will be paid no less than the following age based percentage of the State Minimum Award Wage:

<i>Age</i>	<i>Percentage</i>
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

5.2.5.3 The following categories of employees are not entitled to the State Minimum Award Wage as prescribed in (5.2.5.1):

- (a) Adult trainees undertaking a traineeship in accordance with Schedule 9 of this Award (subject to the terms of the traineeship).
- (b) Adult employees employed under Supported Wage Provisions in the Award.

Clause 5.3 ALLOWANCES

OPDATE 06:11:2019 on and from

5.3.1 DISABILITIES ALLOWANCE

5.3.1.1 In addition to the wages provided in the Award and subject to the exclusions provided in 5.3.1.2 hereof an employee is paid an allowance at the rate prescribed in Schedule 4 of this Award to compensate for the following disabilities:

- climatic conditions when working in the open on all types of work or on multistorey or similar type of construction prior to it being enclosed;
- the physical disadvantage of having to climb stairs or ladders, particularly on multistorey or similar type of construction;
- dust blowing in the wind on construction sites;

- sloppy or muddy conditions;
- dirty conditions caused by the use of form oil or green timber;
- drippings from newly poured concrete;
- the disability of working on all types of scaffolds other than a single plank or a bosun's chair;
- the lack of usual amenities associated with factory work; and
- all other disabilities not specifically compensated or allowed for by any other provision of this award.

5.3.1.2 The following work locations and operations do not attract the payment of the disabilities allowance:

- work performed in the depot and/or workshop
- work performed in or about swimming pool facilities
- work performed in or about Council owned buildings

5.3.1.3 An employee receiving an allowance under the provisions of this clause is not entitled to the payment of the special rates prescribed for Wet Work by Clause 5.3.2.14 of the Award.

5.3.2 ADDITIONAL RATES

The additional rates to be paid in respect of Work Related Allowances or Expense Related Allowances are shown under Schedules 4 and 5 (respectively) to the Award.

5.3.2.1 Burning off Grass

Employees engaged in burning off grass with or without knapsack sprayer, for not less than 2 hours per day are entitled to receive additional payment as prescribed by Schedule 4 of this Award.

5.3.2.2 Cleaning Public Lavatories

Employees required to clean public lavatories per day or part thereof during which so engaged are paid an extra amount as prescribed by Schedule 4 of this Award.

5.3.2.3 First Aid Treatment

A certified first aid attendant who is nominated by the employer to act on such certificate is paid an amount above the classified rate as prescribed by Schedule 4 of this Award.

5.3.2.4 Handling Money on behalf of Employer

An employee handling money on behalf of the employer is paid per week an additional amount as prescribed by Schedule 4 of this Award.

5.3.2.5 Removal of Dead Animals

An employee who is required to remove, destroy, or bury dead animals is paid an amount prescribed by Schedule 4 of this Award.

5.3.2.6 Confined Spaces

An employee required to work in a space or place, the dimensions or nature of which necessitates working in a stooped or otherwise cramped position or without sufficient ventilation, will be paid an additional amount as prescribed by Schedule 4 of this Award.

5.3.2.7 Portable Wood Chipping Machine

An employee called upon to operate and/or feed a portable woodchipping machine will be paid an allowance as prescribed by Schedule 4 of this Award over and above the employees classified ordinary rate of pay.

5.3.2.8 Fertiliser Spreading

Where during fertiliser spreading operations an employee is required to carry a loaded knapsack, canvas sling, or galvanised iron tray of fertiliser on his/her back and/or shoulder, for the time so worked the employee will be paid an allowance as prescribed by Schedule 4 of this Award.

5.3.2.9 Height Allowance

Any employee required to work on a ladder or elevated work platform at a height in excess of 8 metres will be paid an allowance as prescribed by Schedule 4 of this Award for the time so worked.

5.3.2.10 Toxic Substances

5.3.2.10.1 Employees required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

5.3.2.10.2 Employees using such material will be provided with and will use all safeguards required by the appropriate Government authority or in the absence of such requirements such safeguards defined by a competent authority or person chosen by the Union and the employer.

5.3.2.10.3 Employees using toxic substances or materials of a like nature and using the safeguards as provided by the employer in paragraphs (i) and (ii) above are paid extra as prescribed by Schedule 5 of this Award. Employees working in close proximity who are required to wear protective clothing, are paid extra as prescribed by Schedule 4 of this Award.

5.3.2.10.4 For the purpose of this sub-clause toxic substances includes the addition of a catalyst and reactive additives or two such catalyst systems are deemed to be materials of a like nature or carry manufacturers recommendations which require the operators to observe special handling procedures owing to the toxic nature of the chemical.

5.3.2.10.5 Employees regularly required to use toxic substances will be required to undergo 12 monthly medical checks at the employer's expense.

5.3.2.10.6 These allowances shall not apply to Weed Spray Unit Operators.

5.3.2.11 Driving and Towing Allowances

5.3.2.11.1 Driver, who is required to cart tar (other than in sealed containers) for immediate spreading upon streets, tar in unsealed containers, or tarred material for spreading upon streets and/or spreads either of them upon streets is paid a weekly (or daily) allowance as prescribed in Schedule 4.

5.3.2.11.2 Employee driving a vehicle collecting garbage is paid an additional weekly (or daily) allowance as prescribed in Schedule 4.

5.3.2.11.3 Employee driving motor (not being a tractor) drawing trailer is paid a weekly (or daily) allowance as prescribed in Schedule 4.

5.3.2.11.4 Employee driving oil tractor is paid a weekly (or daily) allowance as prescribed in Schedule 4.

5.3.2.11.5 Employee whilst engaged in carting tar and/or bitumen and/or emulsified bitumen, tarred or bituminised metal or tarred or bituminised screenings used for tar or bitumen dressing for paving streets and/or footpaths, or whilst driving and operating fantail spreader is paid an additional weekly (or daily) allowance as prescribed in Schedule 4.

- 5.3.2.11.6 Employee whilst engaged in spreading screenings and sand on tar and/or bitumen and/or emulsified bitumen or any other similar substances and who comes into contact with the tar, bitumen or similar substance is paid an additional weekly (or daily) allowance as prescribed in Schedule 4.
- 5.3.2.11.7 Tractor driver or roller driver, whilst engaged in handling tar and/or bitumen and/or emulsified bitumen, tarred or bituminised metal or tarred or bituminised screenings used for bitumen dressing, for paving streets and/or footpaths and whilst engaged in the application of materials so carried is paid an additional weekly (or daily) allowance as prescribed in Schedule 4.
- 5.3.2.11.8 Operator of front-end loader whilst engaged loading tar, or bituminous metal, or bituminous screenings, or bituminous dressing for paving streets and/or footpaths, and whilst engaged in the application of materials so carried, is paid an additional weekly (or daily) allowance as prescribed in Schedule 4.
- 5.3.2.11.9 A driver of a goods carrying vehicle who holds a current 2b-2 crane driver's certificate of competency and is required to drive a goods carrying vehicle with a truck loading crane mounted on the vehicle is paid in addition to his/her ordinary rate of pay, an allowance as prescribed in Schedule 4 of this Award.

5.3.2.12 Wet Work

- 5.3.2.12.1 If an employee on any day, works in a wet place as herein defined, the employee is paid extra for such day as prescribed by Schedule 4 of this Award.
- 5.3.2.12.2 'Wet Place' means a place where the clothing of an employee becomes saturated, or a place where the employee has to stand in water or slush over one inch in depth so that his/her feet would become wet if not protected.

5.3.2.13 Work in the Rain

Employees who are required to work in the rain to complete a concrete pour or work with bituminous concrete will be paid time and a quarter for time worked.

5.3.2.14 Rockbuster

An employee operating a Rockbuster Machine will be paid an allowance as prescribed under Schedule 4 of the Award.

5.3.2.15 Cemetery Workers

The employees engaged in work described hereunder shall be paid the allowances as prescribed under Schedule 4 of the Award.

- 5.3.2.15.1 Cemetery Curator required to attend a burial on any Sunday
- 5.3.2.15.2 An employee exhuming a body or bodies from a grave
- 5.3.2.15.3 Employees engaged in reclaiming and/or backfilling old grave sites

5.3.3 TOOL ALLOWANCE

- 5.3.3.1 Except as provided by 5.3.3.3 hereof, a tradesperson will be paid an allowance as prescribed by Schedule 5 of this Award for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson.

This allowance will apply to apprentices on the same percentage basis as provided by this Award.

- 5.3.3.2 The allowance applies for all purposes of the Award.

5.3.3.3 Where it was the practice as at 13th July 1981, for the employer to provide all tools ordinarily required by a tradesperson or an apprentice in the performance of the work, the employer may continue that practice and in that event the allowance prescribed in 5.3.3.1 hereof will not apply to such tradesperson or apprentices.

5.3.3.4 Notwithstanding 5.3.3.1 or 5.3.3.2 hereof, an employer will provide for the use of tradesperson or apprentices, all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

5.3.3.5 A tradesperson or apprentice will replace or pay for any tools supplied by their employer if lost through his/her negligence.

5.3.4 PLUMBING (TRADE) ALLOWANCES

5.3.4.1 Registration

A Registered Sanitary Plumber is paid a Registration Allowance of an amount prescribed by Schedule 4 of this Award in addition to all other relevant payments prescribed by this Award.

(The allowance applies for all purposes of the Award).

5.3.4.2 Chokages

A Tradesperson Plumber is paid an additional amount as prescribed by Schedule 4 of this Award for each day when required to open an inspection point on a sewer drain in order to clear a chokeage or to open inspect, and while working on any septic tank, cesspit, sewage or sullage ejector.

Provided that this allowance shall be paid irrespective of the times at which work is performed and is not subject to any premium or penalty.

5.3.5 MEAL ALLOWANCE

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by their employer an amount prescribed by Schedule 5 of this Award to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal.

5.3.6 DRIVERS LICENCE

The employer will reimburse any employee whose duties require them to drive a vehicle during the course of their normal duties, the cost of the drivers licence fee and any relevant administration fee required to be paid.

The payment of the said fee is made as follows:

- One year's fee on presentation of the licence.
- One year's fee on each subsequent anniversary date of the licence.

Clause 5.4 MIXED FUNCTIONS / HIGHER DUTIES

OPDATE 02:02:98 on and from

5.4.1 MIXED FUNCTIONS

5.4.1.1 An employee engaged for 2 hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than 2 hours on any one day the higher rate for the time so worked is paid.

5.4.1.2 Provided however that where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12 month period) then the employee will be reclassified to that level.

5.4.1.3 An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with 5.4.1.1 hereof, provided however (subject to subclause 5.4.1.4), such time shall not be taken into account for the purposes of subclause 5.4.1.2 hereof.

- 5.4.1.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.
- 5.4.1.5 Where an employee acts up in a position of higher level (not being a relieving situation) the following arrangements will apply:
- Where the work is specific and of limited nature, the employer and employee will agree on the overall period of acting up.
 - Where the period is unknown, the employer and employee will review the acting up arrangements after 4 months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
 - These arrangements will be made in writing and shall include the period of acting up or date of review.
- 5.4.1.6 Where an employee acts in a position of higher level for an accumulated period of 6 months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.

5.4.2 HIGHER DUTIES

- 5.4.2.1 An employee directed by their employer to perform duties of higher value exceeding the classification grades of this Award shall be paid in accordance with the following for time so worked.
- The minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof; or
 - A wage rate commensurate with the value of the duties he or she is so directed to perform.
- 5.4.2.2 Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.
- 5.4.2.3 This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc.
- 5.4.3.4 Any dispute as to whether an employee is substantially performing the duties of a higher paid classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with in the first place
- through discussions between the employer and the Union, and if agreement cannot be reached then the matter shall be determined in accordance with the Dispute Settlement Procedure contained in Clause 3.2.

Clause 5.5 PAYMENT OF WAGES

OPDATE 02:02:98 on and from

- 5.5.1 Wages are paid weekly or fortnightly and payment made in the employer's time. Provided that any decision of the Commission is computed initially to apply on a weekly basis.
- 5.5.2 Employers will furnish to each employee on the pay envelope or in a written statement, or show in the time book at the time when wages are paid particulars as follows:
- gross earnings or wages, including overtime and other earnings
 - the amount paid as overtime
 - the amount deducted for tax
 - particulars of other deductions
 - the net amount paid

- allowances shall be shown separately: and
- annual leave and sick leave entitlements will be shown on pay slips or employees will be provided with an annual summary of leave taken and leave due.

Clause 5.6 SUPERANNUATION

OPDATE 06:11:2019 on and from

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

Clause 5.7 SAFETY NET ADJUSTMENTS

OPDATE 01:07:2020 1st pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2020 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 *2020 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

Clause 5.8 ECONOMIC INCAPACITY APPLICATIONS

OPDATE 01:07:2020 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 *2020 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

PART 6 HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

OPDATE 02:02:98 on and from

Clause 6.1 HOURS OF WORK

OPDATE 06:11:2019 on and from

6.1.1 ORDINARY HOURS OF WORK

Except as otherwise provided under this part, the ordinary hours of work for employees covered by the Award are 38 hours per week, to be worked between the hours of 7.00am to 6.00pm Monday to Friday inclusive and not exceeding 7.6 hours per day.

6.1.2 SPECIAL CLASSES EXCLUDED

Sub-clause 6.1.1 hereof does not apply in respect of the following classes of employees whose ordinary hours of work are shown below:

6.1.2.1 Public Convenience Attendants

The ordinary hours of public convenience attendants and oval curators are 38 hours per week, to be worked between 7.00am and 6.00pm Mondays to Fridays inclusive and 7.00am and noon on Saturdays.

6.1.2.2 Town Hall Porters, Caretakers and Watchperson

The ordinary working hours of town hall porters, caretakers and watchperson are 38 hours per week to be worked at such hours as may be agreed between the employer and employee.

6.1.2.3 Garbage Tip Works Employees

The ordinary work hours are 38 hours per week to be worked at such hours as may be agreed between the employer and the employee: Provided that where an employee's shift commences after 12 noon, the appropriate shift premium will be agreed between the employer and the employee.

6.1.2.4 Garbage Collection Employees

The ordinary hours of work for employees engaged on garbage collection duties may be varied from those prescribed under 6.1.1 by mutual agreement between the employer and majority of employees engaged on such work.

6.1.2.5 Lockmasters (Holdfast Bay Council)

The ordinary hours of duty are 56 hours per week to be worked on continuous duty on a three day roster providing for 24 hours on duty and 48 hours off duty.

The hours of duty are worked according to the following roster:

Summer (1 October - 31 March)

5.00am	11.30am	Active Duty
11.30am	12.30pm	Lunch
12.30pm	9.00pm	Active Duty
9.00pm	5.00am	Stand By

Winter (1 April - 30 September)

7.00am	11.30am	Active Duty
11.30am	12.30	Lunch
12.30pm	6.00pm	Active Duty
6.00pm	7.00am	Stand By

6.1.2.6 Swimming Pool Attendants

The ordinary working hours are worked over any of the seven days of the week excluding any day which is a public holiday, but will not exceed 38 hours in any week: Provided that except in the case of emergency a period of duty on any day will be continuous subject only to meal breaks.

6.1.2.7 Council Community Bus Drivers

The ordinary time hours are 38 in seven days to be worked on any five or six of those days with a maximum of 7.6 hours and a minimum of 6 hours on any one day.

6.1.2.7.1 Work performed before 6.30am or after 6.30pm will be paid at the appropriate rate plus 15 per centum. Such additional rate is not cumulative upon the rates for overtime, Saturday, Sunday or Public Holiday work.

6.1.2.7.2 All other conditions relating to hours and the aforementioned penalty rates are those prescribed under the South Australian Transport Workers (Passenger Vehicles) Award.

6.1.3 EARLY STARTS / LATE FINISHES (ORDINARY TIME)

Notwithstanding the span of hours prescribed under 6.1.1 hereof regarding Monday to Friday work, employees may be required to commence or finish work outside of those hours subject to the payment of the penalties shown below.

The penalties do not apply in respect of the Swimming Pool Attendants or employees engaged in garbage collection whose working arrangements have been varied by mutual agreement.

6.1.3.1 Where commencement is between 5.00am and 7.00am all time worked prior to 7.00am attracts an additional payment of 15% of the applicable rate.

6.1.3.2 Where commencement is between 4.00am and 5.00am all time worked prior to 7.00am attracts an additional payment of 25% of the applicable rate.

6.1.3.3 Where finish is between 6.00pm and 8.00pm all time worked after 6.00pm attracts an additional payment of 15% of the applicable hourly rate.

6.1.3.4 Where finish is between 8.00pm and 9.00pm all time worked after 6.00pm attracts an additional payment of 25% of the applicable hourly rate.

6.1.3.5 Provided however, that the Council may decide following consultation with the employee(s) concerned to either make the additional payment or adjust the daily/weekly working hours of the employee(s), having regard to the penalties prescribed herein.

6.1.3.6 Any time worked prior to 4am or after 9pm will be paid at the normal overtime rates.

6.1.4 HOURS ARRANGEMENTS (9 Day Fortnight etc)

Notwithstanding any of the provisions contained under this Clause, Hours Agreements may be negotiated and agreed between the employer and employees which involve the working of longer daily hours and the taking of accrued time. The following arrangements are available under this Clause:

6.1.4.1 Whereby a majority of at least two thirds of employees desire to work the ordinary hours of duty over a 4.5 day week, or nine days per two week period, or over nineteen days per four week period, and the said Council is in agreement with such request, then by mutual agreement such an arrangement may be carried out, provided that 38 such ordinary hours are not exceeded in any one week, or 76 such ordinary hours are not exceeded in any two week period, or 152 such ordinary hours are not exceeded in any four week period, commencing from a date specified by such agreement.

6.1.4.2 A rostered hours agreement does not come into operation until the employer and the employees reach a mutual agreement on the method of its implementation.

6.1.4.3 When a rostered day falls on a Public Holiday the employee will be paid for the public holiday and the rostered day off will move to the next working day, or a day mutually agreed between the employer and the employee.

- 6.1.4.4 Public Holidays and Bereavement Leave will be allowed for the number of ordinary hours that the employee would normally work on the day at the appropriate total daily rate.
- 6.1.4.5 Any arrangement made does not alter or vary the number of hours leave with full pay that an employee would be entitled to receive pursuant to the award if the arrangement had not been made; and in particular, it is expressly agreed that 'day' for the purposes of calculating annual leave and sick leave credit means 7.6 hours and that no employee is entitled to receive more than 152 hours of annual leave per annum or to accrue more than 76 hours of sick leave credit per annum.
- 6.1.4.6 Annual Leave and paid sick leave is debited as actual time lost.
- 6.1.4.7 A deduction from wages is made equal to actual time lost for unauthorised absences from duty.
- 6.1.4.8 By mutual agreement the rostered day off is allowed to accumulate and to be taken at a mutually agreed time. Provided that such accrued days is taken within 12 months from the date of accrual.
- 6.1.4.9 Where an employee is required to work on a normally rostered day off (and no mutually acceptable arrangements are made to take the time off at some future time) the overtime rates as prescribed in Clause 6.3 will apply.
- 6.1.4.10 Any disagreement or dispute arising out of the application of 6.1.4 herein will be resolved in accordance with the Dispute Settlement Procedure contained in Clause 3.2.

Clause 6.2 WORK BREAKS

OPDATE 02:02:98 on and from

6.2.1 PAID BREAK (Morning Tea)

Employees are allowed a 15 minute morning tea break (at a time fixed by the employer) which is counted as time worked.

6.2.2 UNPAID BREAK (Afternoon Tea)

If the majority of employees agree an afternoon tea break (at a time fixed by the employer) may be taken which is an unpaid break.

6.2.3 MEAL BREAK

No employee is required to work for more than 5 hours without taking an unpaid meal break of at least 30 minutes.

The provisions of this subclause applies in respect of ordinary hours, overtime, and weekend work performed.

Clause 6.3 OVERTIME

OPDATE 02:02:98 on and from

6.3.1 ORDINARY OVERTIME (Monday to Friday)

All time worked in excess of the ordinary hours of work and/or the span of hours (as established under Clause 6.1) is paid for at the rate of T½ for the first 2 hours and T2 thereafter. In computing overtime each day stands alone.

6.3.2 SATURDAY OVERTIME (Previously Advised)

6.3.2.1 Morning

The normal overtime rates shown above in 6.3.1 apply for Saturday morning overtime.

6.3.2.2 Afternoon

Saturday afternoon/night overtime is paid at the rate of double time.

6.3.2.3 Minimum Period of Payment

A minimum period of payment for a period of 2 hours applies (at the am/pm rate whichever being relevant).

6.3.3 SUNDAY OVERTIME (Previously Advised or Call-Outs)

6.3.3.1 All overtime worked on a Sunday is paid for at the rate of double time.

6.3.3.2 A minimum period of payment of 3 hours applies for Sunday call-outs or overtime.

6.3.4 CALL-OUTS**6.3.4.1 Monday to Friday**

An employee recalled to work after the expiration of the employees working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of 4 hours work at one and a half times the ordinary prescribed rate for each time so recalled. Provided that the employee if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary rate prescribed thereafter.

6.3.4.2 Saturdays

An employee called out to work on a Saturday, will be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary prescribed rate thereafter.

6.3.4.3 Overlapping Call-Outs

Each call-out stands alone provided however that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.

6.3.5 OVERTIME/MEALS ASSOCIATED WITH WORK BREAKS

6.3.5.1 Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours is allowed a meal break of 20 minutes paid for at ordinary rates.

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer is not required to make payment in respect of any time allowed in excess of 20 minutes.

6.3.5.2 An employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the employees meal break.

6.3.5.3 An employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

6.3.5.4 An employee required to work overtime in excess of one and a half hours after working ordinary hours is paid by their employer an amount prescribed by Schedule 6 of this Award to meet the cost of a meal, or at the option of the employer, will be provided by the employer with an adequate and suitable meal.

6.3.6 REST PERIOD AFTER PERFORMING OVERTIME

6.3.6.1 When overtime work is necessary it will wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days.

6.3.6.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least 8 consecutive hours off duty between those times, he/she will be released after completion of such overtime until they having had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had 8 consecutive hours off duty, he/she will be paid at double rates until released from duty for such period, and the employee is then be entitled to be absent until having had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.3.7 CITY OF HOLDFAST BAY

Lockmasters employed by the City of Holdfast Bay are paid for duty in excess of or outside the rostered hours prescribed at the rate of double time, each shift's overtime shall stand alone. Double time payment continues until the employee has been relieved for at least 8 hours.

6.3.8 CITY OF BURNSIDE

An employee engaged as a Swimming Pool Attendant, Burnside Swimming Centre, will be paid for all time worked in excess of 38 hours on any week at the rate of time and one half for the first 2 hours and double time thereafter.

Clause 6.4 WEEKEND WORK IN ORDINARY TIME

OPDATE 02:02:98 on and from

The following weekend penalties will apply to employees who are able under Clause 6.1 to work part of their ordinary hours over the weekend.

6.4.1 **Saturday Morning**

A 25% loading for time worked prior to noon.

6.4.2 **Saturday Afternoon**

A 50% loading for time worked after noon.

6.4.3 **Sunday Work**

A 100% loading for time worked.

PART 7 LEAVE OF ABSENCE

OPDATE 02:02:98 on and from

Clause 7.1 ANNUAL LEAVE

OPDATE 06:11:2019 on and from

7.1.1 ENTITLEMENT TO ANNUAL LEAVE

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

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

7.1.2 ANNUAL LEAVE EXCLUSIVE OF PUBLIC HOLIDAYS

The annual leave prescribed by this Clause is exclusive of any public holiday named under this Award that fall on a day which would have been an ordinary working day of the employee. If any such holiday falls within an employees period of annual leave, the period of leave will be increased by one day for each holiday.

7.1.3 ACCRUAL OF ANNUAL LEAVE ENTITLEMENT

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

- full-time employee : 152 hours per annum
- part-time employee : $\frac{152}{38}$ x average weekly ordinary hours over previous 12 months

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

7.1.4 TIME OF TAKING ANNUAL LEAVE

7.1.4.1 Annual leave is taken at a time fixed by the employer within a period not exceeding six months from the right to annual leave accrued and after not less than 2 weeks notice to the employee.

7.1.4.2 Nothing contained in 7.1.4.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

7.1.5 LEAVE ALLOWED BEFORE DUE DATE

The employer may allow annual leave to an employee before the right thereto has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may for each complete month of the qualifying period of 12 months not served by the employee deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.

7.1.6 PAYMENT FOR ANNUAL LEAVE

7.1.6.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under Schedule 4 to the Award.

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

7.1.6.3 The weekly Disability Allowance prescribed under Clause 5.3.1 of the Award is to be included in annual leave payments where it forms part of the employee's normal weekly wage.

7.1.7 ANNUAL LEAVE LOADING

- 7.1.7.1 An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in 7.1.6 at the time that payment is made.
- 7.1.7.2 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings shall be substituted for the 17.5% loading prescribed in 7.1.6.1.
- 7.1.7.3 Annual Leave loading payment is payable on leave accrued in accordance with 7.1.3.2.

7.1.8 SHUT DOWN

- 7.1.8.1 Where an employer requires the business operation or part of it to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin.
- 7.1.8.2 No more than two shut downs can occur in one calendar year.
- 7.1.8.3 Where:
- an employee is unable to attend work because of a shut down, and;
 - that employee has not accrued a full year's entitlement to annual leave
- that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 7.1.3.2.
- 7.1.8.4 Where an employee is required to take leave in accordance with 7.1.8.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close-down for any time in excess of the employee's leave credit.
- 7.1.8.5 All time that the employee is stood off without pay for the purposes of 7.1.8.4 is deemed to be time of service in the next 12 monthly qualifying period.

7.1.9 LOCKMASTERS

Lockmasters employed by the City of Holdfast Bay are entitled to an additional one weeks annual leave per annum. Pro rata leave payment is calculated at the rate of 17 hours in respect of each completed month of continuous service in a qualifying period.

Clause 7.2 SICK LEAVE

OPDATE 02:02:98 on and from

7.2.1 ENTITLEMENT TO SICK LEAVE

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

- 7.2.1.1 is entitled to take sick leave if the employee is too sick to work;
- 7.2.1.2 and who is on annual leave is entitled to take sick leave if the employee is too sick to work for a period of at least 3 days. Sick leave so taken does not count as annual leave.

7.2.2 ACCRUAL OF SICK LEAVE ENTITLEMENT

- 7.2.2.1 An employee's entitlement to sick leave accrues as follows:
- 7.2.2.1.1 for the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours; and

7.2.2.1.2 for each later year of continuous service, at the beginning of each year

- a full time employee accrues 76 hours
- a part-time employee accrues pro rata hours in accordance with the following formula

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

7.2.2.2 An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

7.2.3 CONDITIONS FOR PAYMENT OF SICK LEAVE

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

- 7.2.3.1 the employee gives the employer notice of the sickness, its nature and estimated duration before the period for which sick leave is sought begins (but if the nature of sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
- 7.2.3.2 the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.
- 7.2.3.3 the employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of sick leave.

Clause 7.3 BEREAVEMENT LEAVE

OPDATE 02:02:98 on and from

7.3.1 ENTITLEMENT TO LEAVE

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

- spouse
- parent
- parent-in-law
- sister or brother
- child or step-child
- step-parent
- grandparent
- grandchild

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

7.3.2 EFFECT OF OTHER LEAVE

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

Clause 7.4 PARENTAL LEAVE

OPDATE 06:11:2019 on and from

7.4.1 DEFINITIONS

In this Clause, unless the contrary intention appears:

- 7.4.1.1 "**Adoption**" includes the placement of a child with a person in anticipation of, or for the purposes of adoption.
- 7.4.1.2 "**Adoption Law**" means adoption leave provided under 7.4.3.4.

- 7.4.1.3 **"Child"** means a child of the employee or the employee's spouse under the age of one year, or
means a child under the age of five years who is placed with an employee for the purposes of adoption,
other than a child or step-child of the employee or of
the spouse of the employee who has previously lived with the employee for a continuous period of at least
six months.
- 7.4.1.4 **"Extended Adoption Leave"** means adoption leave provided under 7.4.3.4 (2).
- 7.4.1.5 **"Extended Paternity Leave"** means paternity leave provided under 7.4.3.3 (2).
- 7.4.1.6 **"Government Authority"** means a person or agency prescribed as a government authority for the
purposes of this definition.
- 7.4.1.7 **"Maternity Leave"** means maternity leave provided under 7.4.3.2.
- 7.4.1.8 **"Medical Certificate"** means a certificate as prescribed in 7.4.5.1.
- 7.4.1.9 **"Parental Leave"** means adoption leave, maternity leave, paternity leave, extended adoption leave or
extended paternity leave as appropriate, and is unpaid leave.
- 7.4.1.10 **"Paternity Leave"** means paternity leave provided under 7.4.3.3.
- 7.4.1.11 **"Primary Care Giver"** means a person who assumes the principal role of providing care and attention to
a child.
- 7.4.1.12 **"Relative Adoption"** means the adoption of a child by a parent, a spouse of a parent or another relative,
being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by
marriage).
- 7.4.1.13 **"Short Adoption Leave"** means adoption leave provided under 7.4.3.4 (1).
- 7.4.1.14 **"Special Adoption Leave"** means adoption leave provided under 7.4.10.
- 7.4.1.15 **"Special Maternity Leave"** means maternity leave provided under 7.4.9.1.
- 7.4.1.16 **"Spouse"** includes a defacto spouse or a former spouse.

7.4.2 EMPLOYER'S RESPONSIBILITY TO INFORM

On becoming aware that:

- 7.4.2.1 an employee is pregnant; or
- 7.4.2.2 an employee's spouse is pregnant; or
- 7.4.2.3 an employee is adopting a child;

an employer must inform the employee of:

- 7.4.2.4 the employee's entitlements under this clause,
- 7.4.2.5 the employee's responsibility to provide various notices under this clause.

7.4.3 ELIGIBILITY FOR AND ENTITLEMENT TO PARENTAL LEAVE

- 7.4.3.1 Subject to the qualifications in 7.4.4 an employee is entitled to parental leave in accordance with the
clause.
- 7.4.3.2 An employee who becomes pregnant is, on production of the required medical certificate, entitled to up to
52 weeks of maternity leave.

- 7.4.3.3 A male employee is, on production of the required medical certificate, entitled to one or two periods of paternity leave, the total of which must not exceed 52 weeks, as follows:
- An unbroken period of up to one week at the time of the birth of the child;
 - A further unbroken period of up to 51 weeks in order to be the primary care giver of the child (to be known as extended paternity leave).
- 7.4.3.4 An employee is entitled to one or two periods of adoption leave, the total of which must not exceed 52 weeks, as follows:
- An unbroken period of up to three weeks at the time of the placement of the child (to be known as short adoption leave);
 - A further unbroken period of up to 49 weeks in order to be the primary care giver of the child (to be known as extended adoption leave).
- 7.4.4 QUALIFICATIONS ON ENTITLEMENTS AND ELIGIBILITY
- 7.4.4.1 An employee engaged upon casual or seasonal work is not entitled to parental leave.
- 7.4.4.2 An entitlement to parental leave is subject to the employee having at least 12 months of continuous service with the employer immediately preceding:
- In the case of maternity leave, the expected date of birth, or otherwise;
 - the date on which the leave is due to commence.
- 7.4.4.3 The entitlement to parental leave is reduced:
- 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;
 - In the case of extended paternity leave, by any period of maternity leave taken by the employee's spouse;
 - In the case of extended adoption leave, by any period of extended adoption leave taken by the employee's spouse.
- 7.4.5 CERTIFICATION REQUIRED
- 7.4.5.1 An employee must, when applying for maternity leave or paternity leave, provide the employer with a medical certificate which:
- names the employee or the employee's spouse as appropriate;
 - states that the employee or the employee's spouse is pregnant; and
 - states:
 - the expected date of birth
 - the expected date of termination of pregnancy; or
 - the date on which the birth took place;
- 7.4.5.2 At the request of the employer, an employee must, in respect of the conferral of parental leave, produce to the employer within a reasonable time a statutory declaration which states:
- the particulars of any period of parental leave sought or taken by the employees' spouse, and where appropriate;
 - that the employee is seeking the leave to become the primary care-giver of a child;

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

7.4.6 NOTICE REQUIREMENTS

7.4.6.1 Maternity leave:

7.4.6.1.1 An employee must:

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

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

7.4.6.2 Paternity Leave

- An employee must, not less than 10 weeks prior to each proposed period of paternity leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.
- The employee must notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.3 Adoption Leave

An employee must:

- On receiving notice of approval for adoption purposes, notify the employer of the approval and within two months of the approval further notify the employer of the period(s) of adoption leave the employee proposes to take.
- In the case of a relative adoption, so notify the employer on deciding to take a child into custody pending an application for adoption.
- As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.
- At least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

7.4.6.4 Unforeseen Circumstances

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

- the birth occurring earlier than the expected date; or
- the death of the mother of the child; or
- the death of the employee's spouse, or
- the requirement that the employee accept earlier or later placement of the child;

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

7.4.7 TAKING OF PARENTAL LEAVE

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

7.4.8 VARIATION AND CANCELLATION OF PARENTAL LEAVE

- 7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, parental leave may be varied as follows:
- The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing starting the period by which the employee requires the leave to be lengthened; or
 - The leave may be lengthened or shortened by agreement between the employer and the employee.
- 7.4.8.2 Parental leave, if applied for but not commenced, is cancelled;
- should the pregnancy terminate otherwise than by the birth of a living child; or
 - should the placement of a child proposed for adoption not proceed;
- as the case may be.
- 7.4.8.3 If, after the commencement of any parental leave:
- the pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases, and;
 - the employee gives the employer notice in writing stating that the employee desires to resume work;
- the employer must allow the employee to resume work within four weeks of receipt of the notice.
- 7.4.8.4 Parental Leave may be cancelled by agreement between the employer and employee.

7.4.9 SPECIAL MATERNITY LEAVE AND SICK LEAVE

7.4.9.1 If,

an employee not then on maternity leave suffers illness related to her pregnancy, or;

the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child;

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

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

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

7.4.10 SPECIAL ADOPTION LEAVE

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

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

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

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

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

7.4.11 TRANSFER TO A SAFE JOB : MATERNITY LEAVE

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

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

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

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

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

7.4.12 PART-TIME WORK

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

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

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

7.4.13 RETURN TO WORK AFTER PARENTAL LEAVE

- 7.4.13.1 An employee must confirm the employee's intention to return to work by notice in writing to the employer given at least four weeks before the end of the period of parental leave.
- 7.4.13.2 On returning to work after parental leave an employee is entitled:
- to the position which the employee held immediately before commencing parental leave; or
 - in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.
- 7.4.13.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

7.4.14 TERMINATION OF EMPLOYMENT

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

Clause 7.5 CARER'S LEAVE

OPDATE 06:11:2019 on and from

7.5.1 DEFINITIONS:

- 7.5.1.1 "Carer's Leave" means leave provided in accordance with this Clause.
- 7.5.1.2 "Immediate family" includes:
- spouse (including a former spouse, a de factor spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bone fide domestic basis although not legally married to that person; and
 - child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 7.5.1.3 "Sick Leave" means leave provided for in accordance with Clause 7.2.

7.5.2 PAID CARER'S LEAVE

- 7.5.2.1 An employee (other than a casual employee) with responsibilities in relation to either members of the employee's immediate family or household who need the employee's care and support is entitled to up to the ordinary hours normally worked per week (in any completed year of continuous service) to provide care and support for such persons when they are ill.
- 7.5.2.2 The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned.
- 7.5.2.3 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 7.5.2.4 In normal circumstances an employee must not take carer's leave where another person has taken leave to care for the same person.

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

7.5.2.6 The amount of carer's leave taken is to be deducted from the amount of the employee's sick leave credit.

7.5.3 UNPAID CARER'S LEAVE

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to an immediate family or household member who is ill.

Clause 7.6 PUBLIC HOLIDAYS

OPDATE 06:11:2019 on and from

7.6.1 An employee is entitled to full or pro-rata payment for any day prescribed as a holiday by the *Holidays Act 1910* (SA) (as amended) and any other days that may from time to time be proclaimed as public holidays in the State of South Australia which falls on a normal work day if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday:

Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof being on the employee) an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.

7.6.2 Any employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and a half, and receives a minimum payment of 3 hours. The rate of double time and a half includes the ordinary time rate which would normally apply for the days work.

Clause 7.7 TRADE UNION TRAINING LEAVE

OPDATE 06:11:2019 on and from

7.7.1 Employees who are members of the Union are allowed leave with pay up to a maximum of 5 days per annum to attend Trade Union Training Courses conducted by the Union subject to the following conditions:

7.7.1.1 Not less than 4 weeks notice is given to the employing council of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union. The employee will provide to the Secretary of the Union and the employer a report on the course at a reasonable time after its completion;

7.7.1.2 The Council is able to make adequate staffing arrangements during the period of leave;

7.7.1.3 At any one time no more than one employee of Council is on leave pursuant to this clause;

7.7.1.4 Where a Council employs 100 employees or less, no more than one employee is allowed leave in any one year;

Where a Council employs more than 100 employees, no more than 2 employees are allowed leave in any one year;

7.7.1.5 Leave taken pursuant to this clause is counted as continuous service for all purposes of the award and for purposes of long service leave entitlements;

7.7.1.6 An employee must have completed a period of 12 months service with a Council before proceeding on leave under this clause;

7.7.2 Any disputes arising out of this clause shall be resolved in accordance with the Dispute Settlement Procedure contained in Clause 3.2.

Clause 7.8 STUDY LEAVE

OPDATE 02:02:98 on and from

7.8.1 Employees undertaking courses of study are allowed time off with pay of up to 5 hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

- that such courses are appropriate to Local Government; and
- that the leave is approved by the employer

7.8.2 Employees undertaking approved courses of study by correspondence are permitted time off with pay of 2 hours per week for the purposes of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.

7.8.3 Where an employee is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

Clause 7.9 LOCAL GOVERNMENT STEERING COMMITTEE

OPDATE 02:02:98 on and from

7.9.1 One duly elected job representative of a Council who is appointed a member of the AWU Local Steering Committee will be given 2 hours leave with pay to attend Local Government Steering Committee Meetings provided that:

7.9.1.1 the meetings are held on a set day each month;

7.9.1.2 the 2 hours leave allowed is at the end of the days working time

7.9.1.3 the 2 hours leave includes travelling time

7.9.1.4 where a job representative is unable to attend the meeting the Union shall inform the Council in writing of the name of the job representative attend in his/her place

7.9.1.5 country representatives, ie outside the area defined as the metropolitan area by the State Planning Act, are allowed to accumulate time off to a maximum of one working day provided that such leave will be taken in accordance with the following:

- that seven days notice of intention to attend a Steering Committee meeting is given to the employer;
- leave taken is necessary to cover travelling time to the meeting;
- the secretary of the Union will notify the Council of the attendance of the representative at the meeting if required.

Clause 7.10 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

OPDATE 06:11:2019 on and from

7.10.1 This clause applies to all employees, including casuals.

7.10.2 DEFINITIONS:

7.10.2.1 In this clause:

“family and domestic violence” means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

“family member” means:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- 7.10.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 7.10.2.1 includes a former spouse or de facto partner.

7.10.3 ENTITLEMENT TO UNPAID LEAVE

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

7.10.3.1 the leave is available in full at the start of each 12 month period of the employee's employment; and

7.10.3.2 the leave does not accumulate from year to year; and

7.10.3.3 is available in full to part-time and casual employees.

- Note:
1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
 2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

7.10.4 TAKING UNPAID LEAVE

An employee may take unpaid leave to deal with family and domestic violence if the employee:

7.10.4.1 is experiencing family and domestic violence; and

7.10.4.2 needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

- Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

7.10.5 SERVICE AND CONTINUITY

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

7.10.6 NOTICE AND EVIDENCE REQUIREMENTS

7.10.6.1 NOTICE

An employee must give their employer notice of the taking of leave by the employee under clause 7.10. The notice:

- must have been given to the employer as soon as practicable (which may be a time after the leave has started); and
- must advise the employer of the period, or expected period, of leave.

7.10.6.2 EVIDENCE

An employee who has given their employer notice of the taking of leave under clause 30 must, if required by the employer, given the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 7.10.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

7.10.7 CONFIDENTIALITY

- 7.10.7.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.10.6 is treated confidentially, as far as it is reasonably practicable to do so.

- 7.10.7.2 Noting thin clause 7.10 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

7.10.8 COMPLIANCE

An employee is not entitled to take leave under clause 7.10 unless the employee complies with clause 7.10.

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

OPDATE 02:02:98 on and from

Clause 8.1 TRAVELLING, TRANSPORT AND FARES

OPDATE 02:02:98 on and from

8.1.1 STARTING AND FINISHING ON THE JOB

- 8.1.1.1 An employee required by Council to commence work at the normal time and finish at the normal time at any worksite being within the Council's boundaries will be paid an allowance prescribed by Schedule 4 of this Award for each day so required.
- 8.1.1.2 In lieu of making the payment, Council may decide to allow the employee(s) to either commence work 15 minutes later or finish work 15 minutes earlier.
- 8.1.1.3 These provisions do not apply to country District Councils or country Corporations where large distances of travel to the various work sites are necessitated. In such cases an allowance may be fixed by agreement involving the Council, the Union and the Local Government Association.

8.1.2 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS**8.1.2.1 Travel Outside Normal Hours**

An employee required by the employer to report to their normal departmental depot or workshop or other permanent starting point prior to proceeding to the work site is paid at their ordinary rate, for all time outside normal working hours reasonably spent in travelling from the departmental depot or workshop or permanent starting point to and from the job.

8.1.2.2 Returning Plant Outside Normal Hours

An employee returning a vehicle or plant to a depot outside normal working hours, under the direction of the employer, shall be paid overtime as set out in Clause 6.3 of this Award.

8.1.3 MILEAGE REIMBURSEMENT

An employee who at the direction of the employer is required to use his/her privately owned motor vehicle for official use in connection with the business of the council will be reimbursed the appropriate mileage rate set out in Schedule 5 to this Award.

PART 9 TRAINING

OPDATE 02:02:98 on and from

Clause 9.1 TRAINING WAGE ARRANGEMENTS

OPDATE 14:12:99 1st pp on or after

Deleted.

PART 10 OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

OPDATE 02:02:98 on and from

Clause 10.1 CLOTHING, EQUIPMENT AND TOOLS

OPDATE 06:11:2019 on and from

10.1.1 UNIFORMS

Where an employer requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

10.1.2 PROTECTIVE CLOTHING

The employer will provide to each employee protective clothing and safety apparel as considered appropriate by the OHSW Committee having regard to the employers duty of care and obligations under the OHSW Act and Regulations.

For employees working in the open or on-site construction and maintenance duties, the following should be applied:

10.1.2.1 Protective Clothing

No less than two sets of work clothes consisting of:

Two suits of overalls; or
Two shirts and two pairs of trousers; or
A combination of any of the above.

Such clothing is to be replaced on a fair wear and tear basis.

10.1.2.2 Footwear

Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the Occupational, Health, Safety and Welfare Act 1988.

The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.

10.1.2.3 Winter Clothing

The employer will provide a jacket, windcheater or other suitable overcoat which is replaced on a fair wear and tear basis.

10.1.2.4 Wet Weather Gear

The employer will supply appropriate wet weather gear and safety clothing as agreed through the OHSW Committee. Such clothing is to be worn by the employee as the weather dictates.

10.1.2.5 Protection from the Sun

The employer will supply a hat which provides adequate protection from the sun, and sunscreen SPF30+ which shall be worn/applied as the weather dictates.

10.1.2.6 Ear Protection

Ear protection (ear plugs, etc which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

10.1.2.7 Eye Protection

Eye protection (safety glasses, etc which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

10.1.2.8 Hand Protection

Hand protection (hand pads or gloves etc. which complies with Australian standards) is to be issued to the employee and worn in appropriate circumstances.

10.1.2.9 Safety Jackets

Employees required to work on or around roads and footpaths will be supplied with and wear appropriate safety apparel, including safety jackets.

10.1.2.10 Spraying Activities

An employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide and/or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots and/or other equipment necessary for the employee's protection from contamination. Shower facilities and 20 minutes are to be allowed to employees using materials where manufacturer's instructions require such special precautions to be taken.

10.1.2.11 Riding Motor Cycle

An employee instructed to ride a motor cycle by the employer will be provided with suitable clothing for personal protection.

10.1.2.12 Laundering

Tar or bitumen soiled clothing will be laundered fortnightly at the employer's expense.

10.1.2.13 Alternative Arrangements

Individual Councils who have reached agreement with employees may implement arrangements for the supply and wearing of protective clothing. This shall occur on the basis that there has been genuine agreement between the parties and that the alternative arrangements do not contravene Occupational Health and Safety standards or other relevant legislation.

Clause 10.2 OCCUPATIONAL HEALTH AND SAFETY

OPDATE 02:02:98 on and from

10.2.1 GENERAL

Employers and employees will at all times meet their respective obligations and duty of care required of them under the OHSW Act and Regulations.

10.2.2 TOILETS

Portable toilets will be provided for construction / maintenance gangs (on-site) of four or more employees excepting where an available toilet is in close proximity and if necessary a vehicle is available for transportation purposes.

10.2.3 CEMETERY WORKERS

An operator is not required nor permitted to operate a furnace without another employee in the precincts of the crematorium building whilst any cremations is in progress.

An employee working in ground at a depth of 5 feet or greater will be assisted by another employee and, if considered necessary by the cemetery supervisor, be given protection by means of timbering or other adequate protection to obviate danger from falling earth or masonry.

Where any grave is dug or reopened, planking must be provided by the Cemetery Trust and used by the grave digger for the safe conduct of the funeral for which preparation is being made.

At the request of a Cemetery Worker, and at the employer's expense the employee is entitled to receive from a qualified medical practitioner an anti tetanus injection and subsequent booster injections.

10.2.4 DOGS AND CATS

An employee is not required to handle living dogs and cats unless such duty forms part of the employee's normal job requirements.

10.2.5 FIRST AID EQUIPMENT

A first aid kit will be available at appropriate work stations to facilitate the responsive attention to injury or accident.

PART 11 AWARD COMPLIANCE AND "ASSOCIATION" RELATED MATTERS

OPDATE 02:02:98 on and from

Clause 11.1 POSTING OF AWARD

OPDATE 02:02:98 on and from

A current copy of the Award and (where applicable) Enterprise Agreement will be available at the Works Depot for the perusal of employees.

Clause 11.2 TIME AND WAGES RECORDS

OPDATE 06:11:2019 on and from

The employer will keep employee records in accordance with the requirements Section 102 of the *Fair Work Act 1994* (SA).

Clause 11.3 RIGHT OF ENTRY

OPDATE 02:02:98 on and from

11.3.1 An accredited Officer of the Australian Workers Union (SA Branch) will be permitted to enter the premises of an employer subject to the Award, or any other premises where employees of the employer may be working for the following purposes.

- To inspect time books and wage records as the employer is required to keep or cause to be kept at those premises.
- To inspect the work carried out by the employees and note the conditions under which the work is carried out.
- To interview employees (being employees who are members or are eligible to become members of the Union) in relation to membership and business of the Union.

11.3.2 No right of entry is exercised under this clause unless:

- An accredited Officer of the Union (in normal circumstances and where practicable) gives at least 24 hours notice to the employer whose premises are to be entered of the Officer's intention and states to the employer the purpose for which right of entry is sought.
- The accredited Officer of the Union complies with all security and safety procedures and restrictions normally in force on the employer's premises.

Where practicable the exercise of any right of entry under this clause on an employer's premises will take place during meal or tea breaks.

Where an accredited Officer of the Union seeks to interview employees either individually or as a group during meal or tea breaks at the premises of the employer, the accredited Officer will make arrangements with the employer for the time and place of the interview as necessary to prevent disruption to the employer's business.

Interviews will either be held in the meal/lunch room on the employer's premises or another suitable place nominated by the employer. If no suitable place is nominated by the employer, interviews may take place at an employee's work station.

Any interviews by an accredited Officer of the Union during working hours (exclusive of meal and tea breaks), shall be kept to the minimum time necessary.

Clause 11.4 UNION DEDUCTIONS

OPDATE 02:02:98 on and from

Upon application the Council may deduct Union fees.

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 1. WAGE RATES (Incorporating Supplementary Payments)

OPDATE 01:07:2020 1st pp on or after

The minimum wage rates which shall be paid to adult employees covered by this award shall be the amounts set out in the table below for the classifications of the employee or work:

Classification	Weekly Wage Rate per week \$
(a) Municipal Employee Grade 1	802.40
(b) Municipal Employee Grade 2	825.40
(c) Municipal Employee Grade 3	849.40
(d) Municipal Employee Grade 4	878.30
(e) Municipal Employee Grade 5	900.50
(f) Municipal Employee Grade 6	917.50
(g) Municipal Employee Grade 7	934.10
(h) Municipal Employee Grade 8	949.70

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 2. SERVICE PAYMENTS

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

1. In addition to the rates elsewhere prescribed in this award, service payments shall be made to all employees (other than employees engaged on a casual basis) in accordance with the following scale:

	per week
	\$
after 12 months of service	10.40
after 24 months of service (an additional)	10.30

The above payments shall be regarded as part of the wage rates for all purposes of the Award.

2. Provided however that the prescribed Service Increment shall only become and continue to be due if an employee shall:
 - (a) display good conduct during employment;
 - (b) be diligent in the performance of duties;
 - (c) demonstrate reasonable efficiency in the discharge of such duties;
 - (d) be regular in attendance at work.
3. In circumstances where such action is warranted as a disciplinary measure, a Council may withdraw an employee's Service Payments for a period of no longer than four weeks.

In the circumstances that the parties to the Award agree appropriate, the Service Increments may be withheld for a specified period greater than four weeks duration.

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 3. ACTUAL RATES OF PAY

OPDATE 01:07:2020 1st pp on or after

This Schedule produces the actual rates of pay for full-time employees, having regard to the prescribed payments applicable under Schedules 1 to 2 herein:

Classification	SCHEDULE 1	SCHEDULE 2	SCHEDULE 2
	Weekly Wage Rate	Service Payment (after 12 months 2 nd year) +10.40	Service Payment (after 24 months 3 rd year) + 10.30
Municipal Employee	per week \$	per week \$	per week \$
(a) Grade 1	802.40	812.80	823.10
(b) Grade 2	825.40	835.80	846.10
(c) Grade 3	849.40	859.80	870.10
(d) Grade 4	878.30	888.70	899.00
(e) Grade 5	900.50	910.90	921.20
(f) Grade 6	917.50	927.90	938.20
(g) Grade 7	934.10	944.50	954.80
(h) Grade 8	949.70	960.10	970.40

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 4. WORK RELATED ALLOWANCES

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

1. Disabilities Allowance
 - (a) In respect of Clause 5.3.1 Disabilities Allowance the rate of \$33.30 per week applies.
 - (b) For the purpose of calculating the payment as prescribed above, the amount of \$33.30 per week shall be applied at the rate of 88 cents per hour, where the disability is not incurred for a full working day.
2. Burning Off Grass

In respect of Clause 5.3.2.1 the additional payment for burning off grass shall be 62 cents per day or part thereof.
3. Cleaning Public Lavatories

In respect of Clause 5.3.2.2 the additional payment for cleaning public lavatories shall be \$1.11 per toilet block provided that this payment shall not exceed \$16.60 per week.
4. First Aid Attendant

In respect of Clause 5.3.2.3 the payment for a nominated first aid attendant shall be \$14.50 per week.
5. Handling Money on Behalf of Employer

In respect of Clause 5.3.2.4 the following payments per week shall apply for employees handling money on behalf of an employer.

 - (a) 80 cents for any amount handled up to \$20.00.
 - (b) \$2.10 for any amount handled over \$20.00 but not over \$200.00.
 - (c) \$5.20 for any amount handled over \$200.00 but not exceeding \$600.00.
 - (d) \$7.30 for any amount handled over \$600.00 but not exceeding \$1,000.00.
 - (e) \$10.40 for any amount handled over \$1,000.00.
6. Removal of Dead Animals

In respect of Clause 5.3.2.5 the additional payment for removal of dead animals shall be \$4.05 extra for each day or portion of a day that he/she is so employed.
7. Confined Spaces

In respect of Clause 5.3.2.6 the Confined Spaces additional payment shall be 78 cents per hour or part thereof.
8. Portable Woodchipping Machine

In respect of Clause 5.3.2.7 the allowance for use of a portable woodchipping machine shall be 52 cents per hour or part thereof.
9. Fertiliser Spreading

In respect of Clause 5.3.2.8 the allowance for Fertiliser Spreading shall be 62 cents per hour.
10. Height Allowance

In respect of Clause 5.3.2.9 the height allowance shall be 52 cents per hour or part thereof.

11. Toxic Substances

In respect of Clause 5.3.2.10 the following toxic substances allowances shall apply:

- | | | |
|-----|--|-------------------|
| (a) | Employees using toxic substances extra | 92 cents per hour |
| (b) | Employees in close proximity extra | 77 cents per hour |

12. Travelling Time Allowance (Starting on the job)

In respect of Clause 8.1.1.1 the allowance shall be \$5.65 per day.

13. Wet Work

In respect of Clause 5.3.2.12.1 the additional amount payable per day shall be \$1.80.

14. Plumbing Trade Allowance

- (a) In respect of Clause 5.3.4.2 the registration allowance payable shall be \$32.70 per week.
- (b) In respect of Clause 5.3.4.2 the additional amount payable pursuant to sub-clause (b)(i) of Clause 43A shall be \$8.85 per day.

15. Driving and Towing Allowances (5.3.2.11).

11.1 \$6.20 per week, or \$1.25 per day or part thereof

11.2 \$18.60 per week, or \$3.70 per day or part thereof

11.3 For a loaded single-axle trailer \$3.10 per day extra, or for an empty single-axle trailer \$2.05 per day extra. For any other loading trailer \$4.25 per day extra, or for any other empty trailer \$2.40 per day extra.

11.4 For a second trailer an extra \$3.10 per day when drawing loaded single-axle trailer or \$2.05 per day when drawing empty single-axle trailer or an extra \$4.25 per day when drawing any other loaded trailer or \$2.40 per day when drawing any other empty trailer.

For each trailer (after the second) an extra \$2.70 per day when drawing a loaded single-axle trailer, or \$1.55 per day when drawing empty single-axle trailer, or an extra \$4.10 per day when drawing any other loaded trailer, or \$2.15 per day when drawing any other empty trailer,

11.5 \$6.20 per week, or \$1.25 per day or part thereof

11.6 \$6.20 per week or \$1.25 per day or part thereof

11.7 \$6.20 per week or \$1.25 per day or part thereof

11.8 \$6.20 per week or \$1.25 per day or part thereof

11.9 \$3.65 per day when required to operate the crane

16. Rockbuster Allowance

In respect of Clause 5.3.2.14, the allowance will be 55 cents per hour.

17. Cemetery Works

In respect of Clause 5.3.2.15, the allowance will be as follows:

15.1 \$13.65 for each Sunday

15.2	Up to 3 years after burial	\$70.90
	3-6 years after burial	\$54.50
	more than 6 years	\$39.40

15.3	Depth of 5 foot 6 inches and less	\$6.20 per plot
	Depth of 5 foot 6 inches to 7 foot	\$9.30 per plot
	Depth of 7 foot and over	\$10.60 per plot

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 5. EXPENSE RELATED ALLOWANCES

OPDATE 06:11:2019 on and from

1. Motor Vehicle Allowance

In respect of Clause 8.1.3 the motor vehicle reimbursement rates are as follows:

Type of Vehicle	Rate of Allowance
• Having an engine of four cylinders or less	43.6 cents per km
• Having an engine of more than four cylinders	56.0 cents per km
• or a rotary engine	
• Motor Cycle	32 cents per km

2. Meal Allowance

In respect of Clause 5.3.5 the meal allowance shall be \$15.45.

3. Tool Allowance

In respect of Clause 5.3.3.1 the tool allowance payable shall be \$12.00 per week.

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 6. MINIMUM WAGE

OPDATE 01:07:2020 1st pp on or after

This schedule shall operate from the beginning of the first pay period to commence on or after 1 July 2020.

1. The State Minimum Award Wage

No employee shall be paid less than the State Minimum Award Wage.

2. Amount of State Adult Minimum Award Wage

- (a) The State Minimum Award Wage for full-time adult employees not covered by subclause (4) [special categories clause], is \$767.50 per week.
- (b) Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in subclause 2(a).
- (c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro-rata the minimum wage specific in subclause 2(a) according to the number of hours worked.

3. How the State Minimum Wage applies to Juniors

- (a) The age rates provided for juniors by this award continue to apply unless the amount determined under subclause 3(b) is greater.
- (b) The State Minimum Award Wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (2).

4. Application of Minimum Wage to Special Categories of Employee

- (a) Due to the existing applicable award wage rates being greater than the relevant proportionate State Minimum Award Wage, this clause has no application to employees undertaking a traineeship in accordance with Schedule 9 of this Award, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement or an apprenticeship.

5. Application of State Minimum Award Wage to Award Rates Calculation

The State Minimum Award Wage:

- (a) applies to all work in ordinary hours;
- (b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave, annual leave and for all other purposes of this award; and
- (c) is inclusive of the arbitrated safety net adjustment provided by the *2020 State Wage Case and the Minimum Standard for Remuneration* Decision and all previous safety net adjustments.

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 7. CLASSIFICATION STRUCTURE CRITERIA

OPDATE 02:02:98 on and from

Definitions

LEADING WORKERS

ME Grade 4 - "Leading Worker"

Has the responsibility to lead a small work group which normally comprise no more than four (4) workers, whose classifications could range between Municipal Employee Grade 1 to Grade 3.

The work group would normally use only the powered tools and equipment detailed under the indicative criteria for Grades 1 to 3.

This work level may also include the training of employees, the keeping of relevant basic records and the elementary interpretation/execution of work from plans.

ME Grade 5 - "Leading Worker"

Has the responsibility to lead a small to medium size work group which would normally comprise no more than eight (8) workers whose classifications could range between Municipal Employee Grade 1 and Grade 4.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 4.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

ME Grade 6 - "Leading Worker"

Has the responsibility to lead a medium to large size work group which would normally comprise no more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 5.

The work group may be smaller, where the work group is involved in the performance of more complex construction/maintenance duties, particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 5.

This work level may also include the training of employees, the keeping of relevant records, and interpretation of work from plans.

ME Grade 7 - "Leading Worker"

Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 6.

The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 6.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

ME Grade 8 - "Leading Worker"

This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 7 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

Drivers**Class Car**

Sedan, Station wagon, Panel Van, Utility, Mobile caravan, Van, Bus (seating to 12) and Truck (gross vehicle mass limit not exceeding 4,500kg)

NOTES

- ME3 contemplates that the driver may have some day to day responsibility or the vehicle eg an employee in Parks and Gardens who may use a utility throughout the day to move between jobs.
- ME2 may cover "casual driving" eg returning to Depot (from job) to collect materials etc.
- Towing allowances continue to be paid unless absorbed through Enterprise Agreements.
- Existing ME4 drivers (as at 1/2/98) will not be prejudiced by these provisions.

Class LT

- Rigid truck, Tipper, Van (gross vehicle mass limit between 4500kg and 15000kg)
- May tow a unit with gross vehicle mass limit up to 5000kg.

Class HT/LA

Rigid Truck, Tipper, Van, Articulated Vehicle or Truck/Trailer
Combination with a gross vehicle mass limit up to 24000kg

Class HA

Heavy articulated or Truck/Trailer Combination with a gross vehicle mass exceeding 24000kg.

Plant and Machine Operators**(i) Excavators and Shovel-Loaders**

<u>kw</u>	<u>kg</u>	<u>Class</u>
35 - < 65	8000 - < 15000	55.....ME 5
65 - < 100	15000 - < 23000	85.....ME 6
100-< 540	23000 - < 135000	470....ME 7

(ii) Graders

<u>kw</u>	<u>kg</u>	<u>Class</u>
30 - < 85	2400 - < 9000	60.....ME 5
75 - < 110	9000 - < 13200	95.....ME 6
110 - < 540	13200 - < 75600	110...ME 7

Grader Operators at ME 5 and ME 6 undertaking construction grading should be classified or paid at the next highest classification, with an upper limit capping of ME7 for Grader Operators.

(iii) Back-hoe Loaders

<u>Digging depth (mm)</u>	<u>Class</u>
< 3000	2.....ME 4
3000 - < 5000	4.....ME 5
5000 -	5.....ME 6

(iv) Wheeled Loaders

<u>Kg</u>	<u>Class</u>
-----------	--------------

(Under Review)

The arrangements in place as at 1/2/98 will continue to apply pending the settlement of the classes for Wheeled Loaders.

(v) Tracked Loaders

<u>Kg</u>	<u>Class</u>
800 - < 5000	40TL.....ME 5
5000 -	98TL.....ME 6

(vi) Static Rollers

Class 8 - 20ME 4
--------------	-----------

(vii) Vibrating Rollers

<u>Kg/cm</u>	<u>Class</u>
10 - < 35	VR 24.....ME 4
35 -	VR 55.....ME 5

(viii) Pneumatic Multityred Rollers

<u>Kg</u>	<u>Class</u>
7000 - < 30000	PR22.....ME 4
30000 -	PR30.....ME 5

(ix) Standard Scrapers

<u>Bowl Capacity m3</u>	<u>Class</u>
5 - < 10	7.....ME 5
10 - < 14	10.....ME 6
14 - < 56	40.....ME 7

(x) Bulldozers (Crawler Tractors)

<u>kw</u>	<u>kg</u>	<u>Class</u>
< 45	< 6000	30C.....ME 5
< 200	< 29000	150CME 6
200 -	29000-	600CME 7

(xi) Wheeled Tractors

<u>kw</u>	<u>kg</u>	<u>Class</u>
< 45	< 6000	30W.....ME 3
45 - < 500	6000 - < 65000	400W.....ME 4

With Attachments:

Attachments using the power/hydraulics from the wheeled tractor will be afforded one higher classification but with a capping at the ME 4 classification.

General Definitions

- Irrigation Mechanic**

An irrigation mechanic is an employee who is principally and normally engaged in irrigation plumbing and is capable and required to undertake the following range of duties.

a) The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.

b) The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated wiring for such equipment and all other components required to form a complete system of irrigation.

c) The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.

d) Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

- **Senior Chainperson**

May have the responsibility to supervise other General Chainpersons or perform at a level above that defined for a General Chainperson. In particular, this may include an employee who demonstrates an ability to effectively read survey levels of a more technically demanding nature than expected of a General Chainperson.

- **Senior Storeperson**

Has the responsibility for a large council store, and may be required to supervise or provide guidance and direction to other employees. The employee would have highly developed interpersonal and communication skills, and required to exercise skills attained through the successful completion of a store/warehousing certificate.

- **Senior Motor Mechanic**

In the exercise of its discretion a council may classify a "Mechanic" as a "Senior Mechanic" having due regard to the experience and ability of the employee in the performance of his/her duties.

A senior mechanic so classified shall be capable (when required) of each of the following:

The application of the full range of mechanical trade skills and responsibilities,
The ability to competently perform repairs and maintenance on the full range of council's plant and equipment,
The ability to perform other work beyond normal mechanical trade skills,
The ability to effectively work alone without the need for direct supervision,
Supervising the work or training of apprentices.

- **General Chainperson**

Has the responsibility for the general care and maintenance of tools and survey equipment, accurately carrying out survey measurements, and the recording of routine data. The employee could be expected to acquire an elementary knowledge of basic geometry and capable of using normal survey equipment eg theodolite, levels etc.

Municipal Employee Grade 1

Indicative Tasks

- general labouring
- use of hand tools (non-powered)
- washing / cleaning vehicles
- fuel pump attendance
- roadside litter clearing
- concrete mixing by hand
- sweeping
- grubbing or chipping weeds
- hand weeding
- hand pruning (under direct supervision)
- watering
- raking leaves etc
- general tasks about a public camping ground/caravan park
- tip employee (in charge of garbage tip)
- truck loader
- driver (class car)

Municipal Employee Grade 2**Indicative Tasks**

- tradespersons assistant
- crusher feeder
- greaser (mechanical equipment)
- pipe layer
- pipe locator operator
- hammer and drill operator
- jumper person (boring in stone)
- auto scythe operator
- air compressor attendant (in charge)
- metal, rubble and/or gravel spreading
- picking stones and other general labouring work re road/footpath construction and maintenance
- scarifying and/or reforming roads or footpaths
- scoring
- greenkeeping (golf course)
- nursery attendant (weeding, mixing soils, watering and staking)
- gardener (labouring duties such as site preparation, garden plots preparation, weeding, sowing etc)
- grounds employee (watering, rolling, care of surrounds and assisting other grounds employees)
- tree attendant (prunes/lops trees, trims, sprays plants and transplants trees, chainsaw/pruning saws, general tree maintenance)
- "Gravelly" or similar mower operation
- push mower operation
- driver (class car)
- lower classified tasks if required

Notes:

Employees classified at this level may be required to operate motorised or electric hand tools/equipment, without the need for supervision by a more senior employee.

Employees should be trained/instructed in the proper and safe usage of such tools and equipment, which may include electric whipper snippers and brushcutters, combustion powered small plant (such as concrete mixers) and electric powered hand tools.

Other motorised equipment may be operated under the supervision of appropriately trained senior employee.

Where an employee performs such work without the supervision, the mixed functions provisions shall apply. Provided however, that where the performance of such work becomes a normal and constant feature of the employees substantive position, then the employee will be required to be re-classified to the appropriate level. For the purposes of this clause 'normal and constant feature' shall mean the performance of such unsupervised work for an accumulated period of at least 400 hours in a calendar year..

Municipal Employee Grade 3**Indicative Tasks**

- brush-hand
- cemetery attendant
- cleaner
- chainperson
- concrete floating
- cook
- garbage carter's assistant
- handyperson
- kerb/slab making and laying
- tax and bitumen work
- tool sharpening
- caretaker/porter
- chainsaw operation
- operation of ride-on and self propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868 - 1986 Class No VR10, Chain trenchers of AS 2868 - 1988 (Class 5 or Class 8). Wheeled Tractors of AS 2868 - 1986 Class 10W, 15W, or 30W, motor mowers and rotary hoes.

Note: Wheeled tractor operator with attachment using power/hydraulics off the tractor is ME4)

- operation of a variety of hand-held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampors, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine.
- gardening duties such as: pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping.
- grounds employee (care, alignment and maintenance of bowling greens and/or turf wickets)
- driver (class car)
- lower classified tasks as required

Municipal Employee Grade 4

Indicative Tasks

- storeperson
- senior chainperson (defined)
- powder monkey
- swimming pool attendant (wage rate includes weekend penalties)
- brick and other paver laying (including setting up and levels)
- concrete finisher
- trench/shaft worker (greater than 6' in depth)
- transfer station attendant (Playford)
- leading worker (defined)
- lower classified tasks as required
-

Driving

- community bus driver
- driver (class LT)

Plant/Machine

- back-hoe loader (class 2)
- wheeled loader (class 35 WL)
- static roller (class 8 - 20)
- vibrating roller (class VR 24)
- pneumatic multityred roller (class PR 22)
- wheeled tractor (class 400W)

Municipal Employee Grade 5

Indicative Tasks

- trade level for bricklayer, painter, motor mechanic, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class)
- irrigation mechanic (defined)
- senior storeperson (defined)
- cemetery curator
- mechanical grave digger
- leader worker (defined)
- lower classified tasks as required

Driving

- driver (class HT/LA)

Plant/Machine

- excavator and shovel-loader (class 55)
- grader operator (class 60)
- (ME6 whilst engaged on "construction" grading)
- back-hoe loader (class 4)
- wheeled loader (class 150WL)
- tracked loader (class 40TL)
- vibrating loader (class VR55)

- pneumatic multityred roller (class PR30)
- standard scraper (class 7)
- bulldozer (class 30)

Municipal Employee Grade 6

Indicative Tasks

- trade level for registered sanitary plumber, signwriter
- senior motor mechanic
- cemetery supervisor
- driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- leading worker (defined)
- lower classified tasks as required

Driver

- driver (class HA)

Plant/Machine

- excavator and shovel-loader (class 85)
- grader operator
- (ME7 whilst engaged on "construction" grading)
- back-hoe loader (class 5)
- wheeled loader (class 250WL)
- tracked loader (class 98 TL)
- standard scraper (class 10)
- bulldozer (class 150C)

Municipal Employee Grade 7

Indicative Tasks

- leader worker (defined)
- lower classified tasks as required

Plant/Machine

- excavator and shovel loader (class 470)
- grader operator (class 110)
- standard scraper (class 40)
- bulldozer (class 600C)

Municipal Employee Grade 8

Indicative Tasks

- leading worker (defined)
- lower classified tasks as required

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 8. SUPPORTED WAGE SYSTEM

OPDATE 01:07:2020 1st 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).

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

(c) Supported Wage Rates

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

Assessed Capacity as per sub-clause (d)	% of prescribed Award rate
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Note: The minimum amount payable shall be not less than \$91.10 per week.

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

(d) Assessment of Capacity

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

- (i) the employer and a union party of the Award, in consultation with the employee, or if desired by any of these;
- (ii) the employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of SAET.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union is party of the Award, and is not a party to the assessment, it shall be referred by the Registrar to the Union and shall take effect unless an objection is notified to the registrar within 10 working days.

(f) Review of Assessment

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

(g) Other terms and Conditions of Employment

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

(h) Workplace Adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this 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) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for continuing employment.
- (iii) The amount payable to the employee during the trial period shall be \$91.10 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Award.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under sub-clause (d) hereof.

LOCAL GOVERNMENT EMPLOYEES AWARD

SCHEDULE 9 - TRAINING WAGE ARRANGEMENTS

OPDATE 01:07:2020 1st pp on or after

CLAUSE S9.1 TITLE

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

CLAUSE S9.2 ARRANGEMENT

<i>Clause No.</i>	<i>Title</i>
S9.1	Title
S9.2	Arrangement
S9.3	Application
S9.4	Date of operation
S9.5	Definitions
S9.6	Training conditions
S9.7	Employment conditions
S9.8	Wages
S9.9	Disputes settling procedures
S9.10	Dispute settlement over traineeship schemes
S9.11	Part-time traineeships
Section A	Allocation of traineeships to wage levels
Section B	Traineeship schemes excluded from this Award

CLAUSE S9.3 APPLICATION

- S9.3.1 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.
- S9.3.2 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 clause S9.3.2.
- S9.3.3 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**.
- S9.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S9.4 DATE OF OPERATION

This Schedule shall operate from the beginning of the first pay period commencing on or after 1 July 2020.

CLAUSE S9.5 DEFINITIONS

- S9.5.1 *Act* means the *Training and Skills Development Act 2008* or any successor legislation.
- S9.5.2 *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.
- S9.5.3 *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.
- S9.5.4 *T&SC* means the Training and Skills Commission under the *Act*.
- S9.5.5 *Award* means the Local Government Employees Award.
- S9.5.6 *Commission* means the South Australian Employment Tribunal, acting as an industrial relations commission.
- S9.5.7 *Trainee* is an individual who is a signatory to a *training agreement* registered with the *T&SC* and is involved in paid work and structured training, which may be on or off the job. *Trainee* does not include an individual who already has the competencies to which the *traineeship* is directed.
- S9.5.8 *Traineeship* means a system of training which has been approved by the *T&SC*, which meets the requirements of a national *training package* developed by a National Industry Training Advisory Board and endorsed by the National Training 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*.
- S9.5.9 *Training agreement* means a Contract of Training for a *traineeship* made between the employer and a *trainee*, which is registered with the *T&SC*.
- S9.5.10 *Training package* means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S9.5.11 *Training plan* means a programme of training which forms part of a *training agreement* registered with the *T&SC*.
- S9.5.12 *Traineeship scheme* means an approved *traineeship* applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the *T&SC*.
- S9.5.13 *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 S9.6 TRAINING CONDITIONS

- S9.6.1 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*.
- S9.6.2 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.
- S9.6.3 The employer shall provide a level of supervision in accordance with the *traineeship Agreement* during the *traineeship* period.
- S9.6.4 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 S9.7 EMPLOYMENT CONDITIONS

- S9.7.1 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 S9.11 Part-Time Traineeships, of this Schedule.
- S9.7.2 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.
- S9.7.3 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*.
- S9.7.4 The *trainee* shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the *approved training*.
- S9.7.5 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.
- S9.7.6 **Trainees working overtime**
- S9.7.6.1 Reasonable overtime may be worked by the *trainee* provided that it does not affect the successful completion of the *approved training*.
- S9.7.6.2 No *trainee* shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S9.7.6.3 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*.
- S9.7.6.4 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.
- S9.7.7 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.
- S9.7.8 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 S9.8 WAGES

- S9.8.1 The weekly wage payable to full-time *trainees* shall be provided in S9.8.4, S9.8.5 and S9.8.6 of this Schedule and in accordance with Clause S9.7 Employment Conditions.
- S9.8.2 These wage rates will only apply to *trainees* while they are undertaking an *approved traineeship*, which includes *approved training* as defined in this Schedule.
- S9.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S9.8.4 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	272.00 (50%)	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	456.00
Plus 1 year <i>out of school</i>	380.00	456.00	527.00
Plus 2 years <i>out of school</i>	456.00	527.00	616.00
Plus 3 years <i>out of school</i>	527.00	616.00	704.00
Plus 4 years <i>out of school</i>	616.00	704.00	
Plus 5 or more years	704.00		

S9.8.5 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	272.00 (50%)	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	440.00
Plus 1 year <i>out of school</i>	380.00	440.00	508.00
Plus 2 years <i>out of school</i>	440.00	508.00	593.00
Plus 3 years <i>out of school</i>	508.00	593.00	677.00
Plus 4 years <i>out of school</i>	593.00	677.00	
Plus 5 or more years	677.00		

S9.8.6 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	272.00 (50%)	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	440.00
Plus 1 year <i>out of school</i>	380.00	440.00	496.00
Plus 2 years <i>out of school</i>	440.00	496.00	555.00
Plus 3 years <i>out of school</i>	496.00	555.00	618.00
Plus 4 years <i>out of school</i>	555.00	618.00	
Plus 5 or more years	618.00		

S9.8.7 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	346.00	380.00

*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.

S9.8.8 Wage rates for Certificate IV Traineeships

S9.8.8.1 *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.

S9.8.8.2 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	732.00	760.00
Wage Level B	703.00	731.00
Wage Level C	641.00	664.00

S9.8.9 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*.

S9.8.10 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.

S9.8.11 Section A sets out the Wage Level of a *traineeship*.

S9.8.12 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:

S9.8.12.1 Include any period of schooling beyond *Year 10*, which was not part of nor contributed to a completed year of schooling;

S9.8.12.2 Include any period during which a *trainee* repeats in whole or part of a year of schooling beyond *Year 10*;

S9.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S9.8.12.4 Have effect on an anniversary date being January 1 in each year.

S9.8.13 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 S9.9 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 S9.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S9.10.1 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.

S9.10.2 The party shall:

- S9.10.2.1 Notify the relevant parties of an intention to dispute the particular *traineeship scheme*, identifying the scheme.
- S9.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
- S9.10.2.3 If agreement cannot be reached the matter may be referred to the *Commission* for conciliation.
- S9.10.2.4 If agreement is not reached during conciliation then an application may be made to include the *traineeship* scheme in Section B.

CLAUSE S9.11 PART-TIME TRAINEESHIPS

S9.11.1 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*.

S9.11.1.1 A part-time *trainee* (other than a school-based *trainee*) will be engaged to work for no less than a minimum average of 15 hours per week.

S9.11.1.2 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.

S9.11.2 Wages

S9.11.2.1 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)

	<i>Highest year of schooling completed</i>		
<i>Wage Level A</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.39	12.48	14.99
Plus 1 year <i>out of school</i>	12.48	14.99	17.35
Plus 2 years <i>out of school</i>	14.99	17.35	20.23
Plus 3 years <i>out of school</i>	17.35	20.23	23.16
Plus 4 years <i>out of school</i>	20.23	23.16	
Plus 5 or more years	23.16		
<i>Wage Level B</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.39	12.48	14.45
Plus 1 year <i>out of school</i>	12.48	14.45	16.70
Plus 2 years <i>out of school</i>	14.45	16.70	19.52
Plus 3 years <i>out of school</i>	16.70	19.52	22.27
Plus 4 years <i>out of school</i>	19.52	22.27	
Plus 5 or more years	22.27		
<i>Wage Level C</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.39	12.48	14.45

Plus 1 year <i>out of school</i>	12.48	14.45	16.31
Plus 2 years <i>out of school</i>	14.45	16.31	18.23
Plus 3 years <i>out of school</i>	16.31	18.23	20.31
Plus 4 years <i>out of school</i>	18.23	20.31	
Plus 5 or more years	20.31		

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	11.39	12.48
20% loading [S9.11.6.2]	13.67	14.98

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	24.05	24.96
Wage Level B	23.13	24.00
Wage Level C	21.08	21.90

S9.11.3 The hours for which payment shall be made are determined as follows:

S9.11.3.1 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.

S9.11.3.2 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.

S9.11.3.3 Where the *approved training* is partly on-the-job and partly off-the-job and the average proportion of time to be spent in *approved training* is 20% (i.e. the same as for the equivalent full-time *traineeship*), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S9.8, 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*.

S9.11.3.4 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*.

S9.11.3.5 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.

S9.11.4 General Formula

S9.11.4.1 For *traineeships* not covered by S9.11.2.1, 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:

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

* 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 S9.8.4, S9.8.5, S9.8.6 and S9.8.7 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.

S9.11.5 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:

$$\$346 \times \frac{15 - 3.8}{30.4} = \$127.47 \text{ (plus any applicable penalty rates under the Award)}$$

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.

S9.11.6 Employment conditions for all part-time trainees

S9.11.6.1 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.

S9.11.6.2 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.

- S9.11.6.3 A part-time *trainee* may, by agreement, transfer from a part-time to a full-time *traineeship* position should one become available.
- S9.11.6.4 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

(This Award does not apply to these *traineeships* where another Award already provides for the *traineeship*.)

<i>Training package</i>	<i>Certificate level</i>
Administration	I
	II
	III
Assessment and Workplace Training	III
Business Services	I
	II
	III
Community Services	II
	III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Hospitality Industry	III
Information Technology	II
	III
Local Government (Environmental Health & Regulation)	II
	III
Local Government (Governance & Administration)	I
	II
	III
Local Government (Government)	II
	III
Museum and Library/Information Services	II
	III
National Public Services	II
	III
Public Services	II
	III
Retail	III

Wage Level B

(This Award does not apply to these *traineeships* where another Award already provides for the *traineeship*.)

<i>Training package</i>	<i>Certificate level</i>
Asset Maintenance	II
	III
Asset Security	I
	II
	III
Hospitality Industry	I
	II

<i>Training package</i>	<i>Certificate level</i>
National Community Recreation Industry	II
	III
National Fitness Industry	II
	III
National Outdoor Recreation Industry	II
	III
National Sport Industry	I
	II
	III
Public Safety	II
Printing and Graphic Arts	II
Retail	II

Wage Level C

(This Award does not apply to these *traineeships* where another Award already provides for the *traineeship*.)

<i>Training package</i>	<i>Certificate level</i>
Agriculture	I
	II
	III
Horticulture	I
	II
	III

Part B, Old Traineeships Titles and Wage Levels**Wage Level A**

Arts Administration
 AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project
 Basic Horticulture
 Basic Horticulture - Local Government (Tas)
 Certificate III in Care Support Services (Personal Assistant)
 Certificate III in Care Support Services (Nursing Assistant)
 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 - Customer Support Streams: Telemarketing; Communications Operator
 Disability
 Education Industry Traineeships - all streams
 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
 Nursing - Division 2 (Enrolled Nurse)

Office Support Stream
Patient Services Assistant (Public Sector Only)
Personal Carer
Residential Aged Care
State Public Sector Clerical (All States)
Youth Worker

Wage Level B

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
Essential Services Operator
Fitness Instruction
Live Theatre (Technical) (APACA)
Local Government Child Care
Retail Operations Certificate 2
Sales/Marketing
Support Worker

Wage Level C

Community Radio
Community Radio Broadcasting Certificate 2
Land Conservation & Restoration
Personal Carer - Assistant in Nursing/Personal Care worker
Wardsperson

SECTION B**Traineeship schemes excluded from this Award**

Nil

APPLICATIONS FILED

<i>Case No</i>	<i>Description</i>
04529/2001	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Sch. 1 Wage Rates, Sch. 2 Service Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage re SWC 2001. Oupdate ppc 29/07/2001.
04708/2002	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Sch. 1 Wage Rates, Sch. 2 Service Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage re SWC 2002. Oupdate ppc 29/07/2002.
00719/2003	AWARD VARIATION Award varied. Cl. 4.2.4 Casual Employment re casual loading & conversion to full- or part-time employment. Oupdate ppc 24/11/2004 & 01/07/2005. [[2004] SAIRComm 64]
03228/2003	AWARD VARIATION Award NOT varied - appln adjourned re paid parental leave.
04544/2003	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Sch. 1 Wage Rates, Sch. 2 Service Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage re SWC 2003. oupdate ppc 29/07/2003.
05205/2004	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Sch. 1 Wage Rates, Sch. 2 Service Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage re SWC 2004. Oupdate ppc 06/08/2004.
04784/2005	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, Sch. 1 Wage Rates, Sch. 2 Service Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage re SWC 2005. Oupdate ppc 06/08/2005.
04061/2006	AWARD VARIATION Award varied. Cl. 5.2 Wage Rates, Sch. 8 Supported Wage System (Oupdate ppc 17/04/2006); Cl. 5.2 Wage Rates - adult apprentices (Oupdate ppc 1/07/2006) re Remuneration Minimum Standard.
04892/2006	AWARD VARIATION Award varied. Cl. 5.7 Safety Net Adjustments, New Cl. 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Service Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage re General Appln to Review Wages 2006. Oupdate ppc 06/08/2006.
02538/2007	AWARD VARIATION Award varied. Cl 5.2 Wage Rates; Sch. 8 Supported Wage Provisions re Minimum Standard for Remuneration. Oupdate ppc 02/03/2007.
04527/2007	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System re SWC 2007. Oupdates ppc 06/08/2007, 01/10/2007 & 01/01/2008.
00066/2008	AWARD REVIEW S99 Award varied. Cl. 5.2 Wage Rates re insertion of State Minimum Award Wage. Oupdate ppc 03/04/2008.

<i>Case No</i>	<i>Description</i>
05746/2008	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System re SWC 2008. Oupdate ppc 01/10/2008.
05765/2009	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System re SWC 2009. Oupdate ppc 01/10/2009.
04638/2010	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System re SWC 2010. Oupdate ppc 01/10/2010.
03636/2011	AWARD VARIATION Award varied. Cl. 4.2 Employment Categories, Cl. 5.2 Wage Rates, Sch. 6. Minimum Wage, new Sch. 9 Training Wage Arrangements re new provisions for trainees. Oupdate ppc 01/10/2011.
04357/2011	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System re SWC 2011. Oupdate ppc 01/10/2011.
00987/2012	AWARD CONDITIONS re entitlement when an employee is required to work through their lunch break. Recommendation issued.
02655/2012	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Related Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System, Sch. 9 Training Wage Arrangements re SWC 2012. Oupdate ppc 01/07/2012.
01288/2013	INTERPRETATION Application discontinued re whether annual leave and sick leave accruals accumulate during any periods that employees are in receipt of Journey Accident Insurance.
03042/2013	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 SNA, Cl 5.8 EIA, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage, Sch. 9 Training Wage re SWC 2013. Oupdate ppc 01/07/2013.
04224/2014	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 SNA, Cl 5.8 EIA, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage, Sch. 9 Training Wage re SWC 2014. Oupdate ppc 01/07/2014.

<i>Case No</i>	<i>Description</i>
06423/2015	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 SNA, Cl 5.8 EIA, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage, Sch. 9 Training Wage re SWC 2015. Oupdate ppc 01/07/2015.
3215/2016	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 SNA, Cl 5.8 EIA, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage, Sch. 9 Training Wage re SWC 2016. Oupdate ppc 01/07/2016.
3344/2017	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 SNA, Cl 5.8 EIA, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage, Sch. 9 Training Wage re SWC 2017. Oupdate ppc 01/07/2017.
4423/2018	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System, Sch. 9 Training Wage Arrangements re SWC 2018. Oupdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Services Payments, Sch. 3 Actual Rates of Pay, Sch. 4 Work Allowances, Sch. 6 Minimum Wage, Sch.8 Supported Wage System, Sch. 9 Training Wage Arrangements re SWC 2019. Oupdate ppc 01/07/2019.
00496/2019	S99 – REVIEW OF AWARDS Various clauses varied. New Cl Cl 7.10 Leave to deal with Family and Domestic Violence. Whole award re-issued. Oupdate 06/11/2019.
ET-21-00552	AWARD VARIATION Award varied. Cl 5.2 Wage Rates, Cl 5.7 Safety Net Adjustments, Cl 5.8 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 3 Actual Rates of Pay, Sch. 6 Minimum Wage, Sch.8 Supported Wage System, Sch. 9 Training Wage Arrangements re SWC 2020. Oupdate ppc 01/07/2020.