



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## LOCAL GOVERNMENT (HEALTH SERVICES) AWARD

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

### PART 1 - APPLICATION AND OPERATION OF AWARD

#### CLAUSE 1.1 TITLE

OPDATE 04:05:2011 on and from

This Award is known as the Local Government (Health Services) Award.

#### CLAUSE 1.2 ARRANGEMENT

OPDATE 06:11:2019 on and from

##### 1.2.1 **By clause number**

*Clause no. Title*

#### **Part 1 – Application and operation of Award**

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- 1.4 Commencement date of Award and duration
- 1.5 Existing conditions
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Vacant

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*Clause no. Title*

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*Clause no. Subject matter*

- Sch 6 Allowances (also 5.4)
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*Clause no. Subject matter*

- Sch 4 Training wage arrangements (also 9.1)
  - 4.5 Transmission
  - 8.1 Travel expenses and fares

Sch 2 Wage rates (also 5.2)

### CLAUSE 1.3 SCOPE AND PARTIES BOUND

OPDATE 04:05:2011 on and from

1.3.1 This Award applies to local government sector employers throughout the State of South Australia and their employees who are employed as health services workers in the following capacity or roles:

1.3.1.1 in hospitals, convalescent homes, nursing homes, rest homes or institutions (including hostels) established to provide care for aged, sick or infirm persons;

1.3.1.2 the provision of **direct** or **indirect client contact services** for aged persons;

1.3.1.3 the provision of care, support, training or development to persons with an intellectual, physical, psychiatric, developmental or sensory disability.

1.3.2 This Award shall not be binding on the following employers or employees:

1.3.2.1 Employees who are covered by the scope and parties bound clause of the South Australian Municipal Salaried Officers Award.

1.3.2.2 Persons employed with a requirement by the employer to hold registration or enrolment (as the case may be) as a general or psychiatric nurse or midwife pursuant to the *Nurses Act 1984* or any successor to that Act.

1.3.2.3 The Chief Executive, Department of the Premier and Cabinet or any public sector employees.

### CLAUSE 1.4 COMMENCEMENT DATE OF AWARD AND DURATION

OPDATE 13:12:2005 on and from

This Award came into operation on and from 13 December 2005 and continues in force until amended, rescinded or replaced.

### CLAUSE 1.5 EXISTING CONDITIONS

OPDATE 13:12:2005 on and from

Nothing herein will be deemed to alter any existing condition, privilege or custom concerning any matter not specifically provided for herein, for employees in employment at the date of making this Award.

### CLAUSE 1.6 DEFINITIONS

OPDATE 06:11:2019 on and from

1.6.1 **Act** means the *Fair Work Act 1994*.

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

1.6.3 **Direct client contact services** - see Schedule 1.

1.6.4 **Continuous service** means service as defined in clause 1.7.

1.6.5 **Indirect client contact services** - see Schedule 1.

1.6.6 **Organisation** means a body which is either incorporated under the Companies Act, or the Association Incorporation Act, or other Act of Parliament, or is a registered business.

- 1.6.7 **Programmed day off**, means the entitlement to a paid day off accrued in accordance with clause 6.1.5 Implementation of Working Hours.
- 1.6.8 **Relevant administrative activities** means the processing/completion of documentation/paperwork by any means appropriate to the performance of either **direct** or **indirect client contact services**.
- 1.6.9 **Rostered day off**, means the normal days off duty provided for in accordance with clause 6.1, but does not include the **programmed day off**.
- 1.6.10 **Spouse** includes a de facto spouse but, except in relation to parental leave, does not include a spouse from whom the employee is legally separated.
- 1.6.11 **Union** means the union known as United Voice.

### CLAUSE 1.7 CONTINUOUS SERVICE

OPDATE 13:12:2005 on and from

#### 1.7.1 Maintenance of continuous service

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the **Act** or the *Long Service Leave Act 1987*.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this Clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

### 1.7.2 Calculation of period of service

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

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

## PART 2 - AWARD FLEXIBILITY

### CLAUSE 2.1 ENTERPRISE FLEXIBILITY

OPDATE 13:12:2005 on and from

2.1.1 In this clause a **relevant Union** means an organisation of employees that:

- (a) has an interest in this Award; and
- (b) has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

[Note: The failure by an employer to give each **relevant 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.]

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

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

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

2.1.5 Where an agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this Award, as it applies at the enterprise or workplace, to be varied, an application to vary must be made to the **Commission**. The agreement must be made available in writing, to all employees at the enterprise or workplace and the **Unions** with an interest in this Award.

2.1.6 When this Award is varied to give effect to an agreement made pursuant to this clause the variation becomes a schedule to this Award and the variation takes precedence over any provision of this Award to the extent of any expressly identified inconsistency.

2.1.7 The agreement must meet the following requirements to enable the **Commission** to vary this Award to give effect to it:

- 2.1.7.1 That the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;
- 2.1.7.2 That the majority of employees covered by the agreement genuinely agree to it;
- 2.1.7.3 That the Award variation necessitated by the agreement meets the requirements of the "no disadvantage" test set out at Section 79 of the **Act**.

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 13:12:2005 on and from

#### 3.1.1 Notification of intended changes

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 employees who may be affected by the proposed changes and their **Union** or Unions.

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 the matters referred to herein an alteration must be deemed not to have **significant effect**.

#### 3.1.2 Consultation with employees and their union or unions

3.1.2.1 The employer must discuss with the employees affected and the **Union**, among other things, the introduction of the changes referred to, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or the **Union** in relation to the changes.

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

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; the expected effects of the changes on employees and any other matters likely to affect employees, but an employer will not be 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 13:12:2005 on and from

#### 3.2.1 Representation

The parties will have duly accredited representative(s) (and deputies) at each worksite who will be responsible, in the first instance, for matters arising at the workplace. The representative(s) of the **Union** will be the person(s) entitled to make representation to local management on behalf of its members.

The accredited representatives must make themselves available for consultation as required under the procedures.

This clause will not deprive either party of any rights it may have to independent action.



### 3.2.2 Procedures

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

- 3.2.2.1 The accredited **Union** representative must, in the first instance immediately discuss and attempt to resolve any matter affecting an employee(s) with the supervisor in charge of the section(s) in which the grievance, dispute or likely dispute exists.
- 3.2.2.2 If the matter is not resolved at this level the matter is to be referred to local management who will nominate the employer's representative in the matter. The employer's representative must investigate, discuss and attempt to resolve the matter with the accredited **Union** worksite representative(s).
- 3.2.2.3 This consultation process must commence as soon as possible and initial discussion must be held within a reasonable time of the grievance, dispute or likely dispute having been referred.
- 3.2.2.4 If the matter is not resolved at the local discussions, the **Union** representative must inform the appropriate official of the **Union** of the matter in issue and a conference must be arranged to be attended by the **Union** representative(s) concerned and official(s) (as the **Union** may decide) and by senior management and such other representative(s) as the employer(s) may decide.
- 3.2.2.5 If the matter cannot be resolved when the above procedures have been availed of, the employer and the **Union** will enter into consultation with such other management the employer considers appropriate.
- 3.2.2.6 At any stage in the procedures (after consultation between the parties has taken place in accordance with the procedures), either party may request and be entitled to receive a response to its representations within a reasonable time as agreed between the parties.
- 3.2.2.7 If the grievance, dispute or likely dispute is not resolved in accordance with these procedures, either party may refer the matter to the **Commission**.
- 3.2.2.8 If there is undue delay by any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may, if it so decides, take the matter to the next level as detailed in these procedures.

### CLAUSE 3.3 NOTICE BOARD

OPDATE 13:12:2005 on and from

- 3.3.1 An employer bound by this Award will permit a workplace representative of the **Union** to post formal **Union** notices, signed or countersigned by the representative posting it upon an appropriate notice board.
- 3.3.2 Any notice posted on a notice board not so signed or countersigned by the representative may be removed by the employer.
- 3.3.3 Provided further that any notice deemed offensive or out of date by such employer, may be removed.

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

### CLAUSE 4.1 EMPLOYER DUTIES

OPDATE 13:12:2005 on and from

- 4.1.1 The employer must for each employee, confirm in writing, the terms of their contract of employment in particular whether the employee is full-time, part-time or casual.
- 4.1.2 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.1.3 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.1.4 Any direction issued by an employer pursuant to this clause must be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.1.5 Orientation will be provided to all new employees to the Award, or appointed to a new level, or promotion, as required within a three (3) month period of time which may include the following:
  - (a) information about the conditions of work, the position, policies, procedures and objectives of the employer.
  - (b) information with regard to the employer and employee duty of care obligation of the *Occupational Health, Safety and Welfare Act 1986* and regulations, (as amended).
  - (c) information with regard to Equal Employment Opportunity policy and practice.

### CLAUSE 4.2 EMPLOYMENT CATEGORIES

OPDATE 01:01:2012 1<sup>st</sup> pp on or after (cl. 4.2.4)

#### 4.2.1 **Replacement employees**

- 4.2.1.1 **Replacement employee** means an employee engaged for a specific period of time to replace a designated person. The period of time for which the employee is engaged together with any other special conditions of employment must be confirmed in writing at the time of appointment.
- 4.2.1.2 Where such employee is engaged for a period not exceeding three months in any one period, the employee must be engaged and paid as a casual employee irrespective of the number of hours worked per week.
- 4.2.1.3 Where such employee is engaged for more than three months the employee must be engaged and paid as a full-time, part-time or casual employee.

#### 4.2.2 **Full-time and part-time employment**

- 4.2.2.1 The contract of hiring of every employee (other than a casual employee) must, in the absence of a written contract to the contrary, be deemed to be a hiring by the week.
- 4.2.2.2 Full-time employee means a person who is engaged for an average of 38 ordinary hours per week and who is not engaged as a casual employee.

4.2.2.3 A part-time employee is one engaged to work regularly for an average of 18 ordinary hours or more per week but less than an average of 38 ordinary hours per week. For the purpose of determining the regularity of employment, regard must be had to any period of four weeks.

4.2.2.4 For the purpose of this definition, any hours worked by any employee to replace temporarily another employee absent from duty which are in addition to those for which the employee is normally rostered, will not be taken into account.

#### 4.2.3 **Part-time employment (special conditions)**

4.2.3.1 For ordinary working hours a part-time employee must be paid the hourly rate as defined for the work performed.

4.2.3.2 Part-time employees are entitled to payment on a pro rata basis for annual leave, personal leave or other paid leave entitlements as prescribed in this Award. Public holiday entitlements for part-time employees are prescribed in clauses 6.6 and 7.6.

4.2.3.3 Part-time employees are entitled to a uniform allowance on a pro rata basis, if applicable, and as prescribed in this Award.

4.2.3.4 A part-time employee must not, unless temporarily replacing a full-time employee, work more than 76 ordinary hours in any one fortnight.

#### 4.2.4 **Casual employment**

4.2.4.1 A casual employee is one engaged to work

(a) for less than an average of 18 hours per week; or

(b) for less than one month – if employed for 18 hours or more each week; or

(c) variable weekly ordinary hours irrespective of the span of hours of engagement; or

(d) as a replacement employee for a period not exceeding three months.

4.2.4.2 For ordinary working hours a casual employee is entitled to be paid the hourly rate as defined for the work performed plus 20 percent.

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

22% from the first full pay period commencing on or after 1 January 2012;  
23% from the first full pay period commencing on or after 1 July 2012;  
24% from the first full pay period commencing on or after 1 July 2013; and  
25% from the first full pay period commencing on or after 1 July 2014.

4.2.4.3 Casual employees are not entitled to payment for public holidays not worked, nor paid leave of any type (excluding long service leave).

4.2.4.4 Casual employees are entitled to a uniform allowance on a pro rata basis on an average amount of hours worked per week.

4.2.4.5 A casual employee must not, unless temporarily replacing a full-time employee, work for more than 76 hours in any one fortnight.

#### 4.2.5 Apprentices

One apprentice cook may be employed for the first two trades cooks or fraction thereof and thereafter one additional apprentice cook to every two additional trades cooks employed.

#### 4.2.6 Increments

4.2.6.1 A full-time employee is entitled to move to the next increment within their classification on completion of each twelve months service with the employer, until the maximum wage for that classification is attained.

4.2.6.2 Incremental progression for part-time and casual employees within their classification level will be in accordance with 4.2.6.1, except that "twelve months service" will be replaced by "fifteen hundred and sixty (1560) actual ordinary hours of work". However, no employee will move to the next increment in less than twelve months.

#### 4.2.6.3 Previous relevant service

4.2.6.3(a) An employee, is entitled to have previous **relevant service** recognised by the employer in determining the increment of the classification level to which the employee is appointed. **Relevant service** means service which includes the same or similar functions to that performed by the employee with the new employer.

4.2.6.3(b) Previous **relevant service** will be deemed to be service with the new employer for the purposes of determining the appropriate increment within the classification to which the employee is appointed, in accordance with clauses 4.2.6.1 and/or 4.2.6.2.

4.2.6.3(c) Relevant service of an employee does not include service which preceded a break of three years or more where no **relevant service** was performed.

4.2.6.3(d) The employer must advise the employee in writing of the provisions of this clause at the point of engagement.

4.2.6.3(e) Previous **relevant service** will be recognised by the employer from the first pay period commencing on or after the date the employee provides proof of previous **relevant service**. If an employer fails to provide the advice specified in 4.2.6.3(d), previous **relevant service** is to take effect from the date of engagement.

#### 4.2.6.4 Other matters

4.2.6.4(a) The onus of showing that service is relevant will rest with the employee.

4.2.6.4(b) Any dispute as to whether service is relevant service for the purposes of 4.2.6.3(b), will be referred to in the Clause 3.2 Dispute Settling Procedure.

**CLAUSE 4.3 TERMINATION OF EMPLOYMENT**

OPDATE 13:12:2005 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 4.4.3.1, 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:

- (a) dismissal for conduct that at common law justifies instant dismissal;
- (b) casual employees;
- (c) employees engaged for a specific period of time; or
- (d) employees engaged for a specific task or tasks.

**4.3.2 Time off during notice period**

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day of 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**

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

**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 purpose 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:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

### CLAUSE 4.4 REDUNDANCY

OPDATE 13:12:2005 on and from

#### 4.4.1 Definitions

**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.

**Small business** means an employer who employs fewer than 15 employees.

**Weeks pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 4.4.2 Discussions before terminations

Where an employer has made a definite decision that the employer no longer wishes the job the employee(s) have been doing done by anyone 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 **Union**.

Discussions must cover, among other things:

- (a) the reasons for the proposed terminations
- (b) measures to avoid or minimise the terminations, and
- (c) measures to mitigate the adverse effects of any terminations on the employees concerned.

For the purposes of discussion the employer must as soon as practicable provide in writing to the employees concerned and the **Union**:

- (i) all relevant information about the proposed terminations;
- (ii) the number and categories of employees likely to be affected;
- (iii) the number of workers normally employed; and
- (iv) the period over which the terminations are likely to be carried out.

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

#### 4.4.3 Period of notice of termination on redundancy

4.4.3.1 If the services of any employees are to be terminated due to **redundancy** such employees must be given notice of termination as prescribed by this Award, but 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 this industry must be given not less than three months notice of termination.

4.4.3.2 Should the employer fail to give notice of termination as required in 4.4.3.1 the employer must pay to that employee an amount calculated in accordance with 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 will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1987*, as amended.

##### 4.4.3.3 Notification to Centrelink

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 Centrelink thereof 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.

#### 4.4.4 Severance pay

4.4.4.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in 4.3.1 and 4.4.3.

##### 4.4.4.2 Severance pay - employees of a small business

An employee of a **small business** as defined in 4.4.1 whose employment is terminated by reason of **redundancy** is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and over	8 <b>weeks pay</b>

\* **Weeks pay** is defined in 4.4.1.

#### 4.4.4.3 Severance pay – other than employees of a small business

An employee, other than an employee of a **small business** as defined in 4.4.1, whose employment is terminated by reason of **redundancy**, is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and less than 5 years	8 <b>weeks pay</b>
5 years and less than 6 years	10 <b>weeks pay</b>
6 years and less than 7 years	11 <b>weeks pay</b>
7 years and over	12 <b>weeks pay</b>

#### 4.4.4.4 Additional severance pay for employees aged over 45 years with 10 years or more continuous service

In addition to the severance pay in 4.4.4.3 an employee with not less than 10 years **continuous service**, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

\* **Week's pay** is defined in 4.4.1.

4.4.4.5 Continuity of service will be calculated in the manner prescribed by clause 1.7.

4.4.4.6 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.

4.4.4.7 An employer may apply to the **Commission** for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on **redundancy** occurring.

#### 4.4.5 **Time off during notice period**

During the period of notice of termination given by the employer, an employee must be allowed up to one day of time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

The time off during notice period entitlements under this clause 4.4.5 apply in lieu of the provisions of clause 4.3.2.

#### 4.4.6 **Alternative employment**

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



#### 4.4.7 **Employee leaving during notice**

An employee whose employment is terminated on account of **redundancy** may terminate their employment during the period of notice and, if so, is entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. In such circumstances, the employee must not be entitled to payment in lieu of notice.

#### 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:

- (a) The date and time of the proposed termination of the employee's employment;
- (b) Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated;
- (c) 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
- (d) Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

#### 4.4.9 **Payment in lieu treated as service**

If an employer makes payment in lieu for all or any of the period of notice prescribed, then the period for which such payment is made must be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Award and must be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1987*, as amended.

#### 4.4.10 **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 must be 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, and the employer may at the employer's option, make payment in lieu thereof of 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.

#### 4.4.11 **Employees with less than one year of service**

This clause does not apply to employees with less than 1 year of **continuous service** and the general obligation of employers should be no more than to give relevant 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 the employees of suitable alternative employment.

#### 4.4.12 **Employees exempted**

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.

#### 4.4.13 Incapacity to pay

The **Commission** may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

#### 4.4.14 Transmission of business

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 4.5.2 or 4.5.3 are met.

#### 4.4.15 Contrived arrangements

Subject to an order of the **Commission**, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 4.4.4.3 or 4.4.4.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.4.4.2.

### CLAUSE 4.5 TRANSMISSION

OPDATE 13:12:2005 on and from

#### 4.5.1 Transmission of business

This clause will have effect where a business, undertaking or establishment or any part thereof has, whether before or after the commencement of this clause, been **transmitted** from an employer (the **transmittor**) to another employer ("the **transmittee**"). In this clause, **transmission** means, without limiting its ordinary meaning, including transfer, conveyance, assignment or succession, whether by agreement or operation of law and **transmitted** has a corresponding meaning.

#### 4.5.2 Acceptance of employment with transmittee

Subject to further order of the **Commission** where a person who at the time of the **transmission** was an employee of the **transmittor** in that business, undertaking, establishment, or part thereof becomes an employee of the **transmittee**:

4.5.2.1 The period of **service** which the employee has had with the **transmittor** or any prior **transmittor** is deemed to be service of the employee with the **transmittee** for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and

4.5.2.2 The provisions of the Clause 4.4 Redundancy will not apply in respect of the termination of the employee's employment with the **transmittor**.

#### 4.5.3 Offer of employment with the transmittee

Where a person who at the time of the **transmission** was an employee of the **transmittor** in that business, undertaking, establishment or part thereof is offered employment by the **transmittee**, Clause 4.4 Redundancy will not apply in respect of the termination of the employee's employment with the **transmittor** provided that:

4.5.3.1 The offer is made before the **transmission** of the business, undertaking, establishment or part thereof; and

4.5.3.2 The terms and conditions of the new employment offered:

(a) are not substantially different from those applying to the employment with the **transmittor**; or

(b) are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and

4.5.3.3 The employee unreasonably refuses to accept the offer.

#### **CLAUSE 4.6 SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)**

OPDATE 13:12:2005 on and from

##### **4.6.1 Continuity of service**

For the purpose of clauses 4.3 and 4.4 **service** means **continuous service** (as defined in clause 1.7).

##### **4.6.2 Service with two or more corporations**

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the Corporations Law, the **service** of the employee with each such corporation must be included in the calculation of the employee's **continuous service** for the purpose of determining the employee's entitlements according to clauses 4.3 and 4.4

#### **CLAUSE 4.7 ANTI-DISCRIMINATION**

OPDATE 13:12:2005 on and from

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

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

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

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

4.7.3.2 Until considered and determined further by the **Commission**, the payment of different wages for employees who have not reached a particular age;

4.7.3.3 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.

4.7.4 Nothing in this clause is to be taken to prevent:

4.7.4.1 A matter referred to in 4.7.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

4.7.4.2 A matter referred to in 4.7.1 from being a reason for terminating a person's employment as a member of the staff or an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities or adherents of the religion or creed.

## PART 5 - WAGES AND RELATED MATTERS

### CLAUSE 5.1 CLASSIFICATION OF EMPLOYEES

OPDATE 13:12:2005 on and from

#### 5.1.1 Aim/Ethic

The aim of the classification structure is to assist employers and employees to provide services which may impact on the health and well being of a client. These services will be provided in either a Health Care setting or in the Community by an employee classified Health Services Employee who provides **direct** and/or **indirect client contact services** to maintain the environment where those clients are being cared for and includes performing **relevant administrative activities**.

The intention of this range of duties, is to achieve multi skilled employees. This will remove lines of demarcation to enable them to perform a range of duties at the classification level to which they have been appointed, meet the identified requirements of employers; and describe the conditions under which they are to be performed.

The Characteristics set out in Schedule 1 are the primary guide to classification, as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The content of the characteristics must be read as a whole to obtain a clear understanding of the essential feature of any particular level and the competency required. It is expected as a core component of the Characteristics that employees will be responsible for performing all tasks relevant to the position they have been classified or appointed to. The classification will be based on the degree of competency and learning necessary for that Characteristic Level. Consistent with this requirement they will be encouraged to take part in identifying and making suggestions on workplace issues.

The indicative duties set out in Schedule 1 are a non-exhaustive list of duties/skills that may be undertaken within the particular characteristic level and are an indicative guide only. Employees at any particular characteristic level may be expected to undertake duties of any level lower than their own. Employees at any particular characteristic level may perform/utilise one such duty, or many of them, depending on the particular work allocated.

Subject to training and work availability employees will be given an opportunity to participate in on-going skills training to enable them to progress. This process will occur relevant to the work the employer requires to be completed and the organisational needs. It is expected that training made available will be recognised by the Health Industry.

### CLAUSE 5.2 WAGE RATES

OPDATE 13:12:2005 on and from

- 5.2.1 The minimum wages to be paid to employees must be in accordance with the rates set out in Schedules 2, 3, 4 and 5.
- 5.2.2 Where for the purpose of any provision of this Award it is necessary to convert a weekly rate into an hourly rate, it must be 1/38th of the weekly rate as prescribed in Schedule 2 for the classification in which the employee is engaged.
- 5.2.3 Subject to 4.2.6.1 and 4.2.6.2, an employee must progress by annual increment until the relevant maximum salary level is reached for the appropriate classification.

**CLAUSE 5.3 MIXED FUNCTIONS**

OPDATE 13:12:2005 on and from

An employee engaged for two hours or more in any day on duties carrying a higher rate than their ordinary classification, must be paid the higher rate for the day.

**CLAUSE 5.4 ALLOWANCES**

OPDATE 21:02:2006 on and from

**5.4.1 On-call allowance**

5.4.1.1 An employee who is rostered to be on call at his/her private residence, or any other mutually agreed place between rostered shifts of ordinary hours on Monday to Friday inclusive must receive an additional amount as set out in Schedule 6 for the period or part thereof.

5.4.1.2 An employee who is rostered to be on call at his/her private residence, or any other mutually agreed place on a Saturday, Sunday, Public Holiday or any other day he/she would normally be rostered off must receive an additional amount as set out in Schedule 6 for the period or part thereof.

5.4.1.3 Should an employee rostered to be on call be recalled to duty, they must, in addition to the rates prescribed in 5.4.1.1 and 5.4.1.2, be entitled to receive normal overtime provisions in accordance with Clause 6.3 Overtime.

**5.4.2 Uniform allowance**

5.4.2.1 Where an employee is required to wear a uniform, the employee shall be paid an allowance as set out in Schedule 6 – Allowances

5.4.2.2 Where the employer provides such uniform to an employee, at no cost to the employee, the payment prescribed in 5.4.2.1 will not apply.

**5.4.3 Board and lodging**

5.4.3.1 The charge for full board and lodging provided to an employee by the employer will be the amount set out in Schedule 6 per week.

5.4.3.2 By mutual agreement, lodging only will be available at the amount set out in Schedule 6 per week.

5.4.3.3 Where the employer provides meals only to an employee the charges set out in Schedule 6 will apply.

5.4.3.4 An employee who is normally provided with board and lodging will be charged for board and lodging when granted personal leave with pay and is in the nurses' sick quarters.

5.4.3.5 An employee who is normally provided with board and lodging must not be charged for board and lodging when absent from the hospital for more than one day on annual leave, personal leave, long service leave or leave without pay.

5.4.3.6 By agreement with the employee these amounts may be deducted from the wages of the employees.

5.4.3.7 Future increases in board and lodging charges may be adjusted by the **Commission** in accordance with any relevant principles of the **Commission**.

#### 5.4.4 Meal allowance

- 5.4.4.1 Where an employee is required to work more than two hours overtime (as defined in 6.3) immediately before the commencement of a rostered shift or immediately after the completion of a rostered shift, the employee is entitled to a meal allowance of an amount as set out in Schedule 6.
- 5.4.4.2 The meal allowance set out in 5.4.4.1 is not payable if:
- (a) the employee is given notice at least 24 hours in advance of the requirement to work overtime, or
  - (b) the employer provides a suitable meal to the employee.

#### 5.4.5 First aid allowance

- 5.4.5.1 A full-time employee required by the employer to perform first aid duties in respect to other employees will be paid an allowance as set out in Schedule 6 per week. Part-time employees will receive an hourly payment as set out in Schedule 6.
- 5.4.5.2 An employee required to perform first aid duties will hold a relevant and up to date first aid certificate. The number of employees required by an employer to perform first aid duties will be in accordance with the Approved Code of Practice of the *Occupational Health Safety and Welfare Act 1986*.
- 5.4.5.3 All costs associated with obtaining and maintaining the relevant certificate will be met by the employer.
- 5.4.5.4 Employees are entitled to be paid at their ordinary hourly rate for all hours spent in attending courses to obtain and maintain the first aid certificate.

### CLAUSE 5.5 SUPPORTED WAGE PROVISIONS

OPDATE 13:12:2005 on and from

The Supported Wage provisions are set out in Schedule 3.

### CLAUSE 5.6 PAYMENT OF WAGES

OPDATE 13:12:2005 on and from

- 5.6.1 The contract of employment must establish that wages will be paid weekly or fortnightly.
- 5.6.2 Authorised amounts may be deducted from the payment of wages in accordance with Section 68 of the **Act**. Authorised amounts may include **union** fees and contributions and any other deductions as agreed between the employee and employer.
- 5.6.3 The payment of wages must be in cash except where the employee provides a written authority to the employer that authorises payment by way of cheque or electronic funds transfer.
- 5.6.4 An employee must be paid between the hours of 9.00 a.m. and 5.00 p.m. on an appointed pay day between Monday and Friday in any week or on the employee's rostered shift except where the employee authorises the employer to pay the wages and entitlements by way of:
- (a) cheque; or
  - (b) electronic funds transfer; or
  - (c) by depositing the same in a nominated account with a financial institution.

- 5.6.5 All payments must be made or deposited within three days (not including Saturdays, Sundays and Public Holidays) after such amounts become due payable.
- 5.6.6 Upon termination of employment the wages due to the employee must be paid to the employee on the day of such termination or forwarded to the employee's nominated address on the following day.

#### CLAUSE 5.7 PAY SLIPS

OPDATE 13:12:2005 on and from

When the employer makes the payment of wages to the employee the employer must provide the employee with a written record showing the following information:

- (a) the number of hours worked by the employee during the period to which the payment relates (distinguishing between ordinary time and overtime)
- (b) the rate of pay that has been applied in the payment of wages
- (c) the gross earnings paid
- (d) the amount deducted for tax
- (e) particulars of other deductions
- (f) the net amount paid
- (g) superannuation contributions
- (h) annual leave entitlements

#### CLAUSE 5.8 SUPERANNUATION

OPDATE 04:05:2011 on and from

##### 5.8.1 Definitions

5.8.1.1 **Fund:** Subject to clause 5.8.5 Exemptions, the **Fund** shall mean:

- (a) The Health Employees Super Trust of Australia (HESTA), or
- (b) An Approved Fund which complies with the Superannuation Industry (Supervision Act) 1993 as amended from time to time, and any scheme which may be made in succession thereto.

5.8.1.2 **Ordinary time earnings** means:

- (a) Award classification rate;
- (b) Over-award payment;
- (c) Payment for shift loading – including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime, but does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

### 5.8.2 Superannuation legislation

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

### 5.8.3 Employer contributions

An employer will make contributions for an employee in accordance with the legislative requirements in clause 5.8.2. These contributions will be based on the employee's **ordinary time** earnings.

### 5.8.4 Voluntary employee contributions

5.8.4.1 Employees who may wish to make contributions to the **Fund** additional to those being paid by the employer pursuant to clause 5.8.3 shall be entitled to authorise the employer to pay into the **Fund** from the employee's wages amounts specified by the employee.

5.8.4.2 Upon such authorisation the employer shall be required to make the deduction and forward it to the **Fund**.

5.8.4.3 Employee contributions to the **Fund** requested under these subclauses shall be subject to the following conditions:

- (a) The amount of the contribution shall be expressed in whole dollars.
- (b) After the first contribution, the amount of contribution shall only be adjusted from the first full pay period in July each year.

## CLAUSE 5.9 DUTY EMPLOYEE

OPDATE 13:12:2005 on and from

Duty Employee provisions are set out in Schedule 5.

## CLAUSE 5.10 SAFETY NET ADJUSTMENTS

OPDATE 01:07:2021 1<sup>st</sup> pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2021 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 *2021 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 5.11 ECONOMIC INCAPACITY APPLICATIONS**

OPDATE 01:07:2021 1<sup>st</sup> pp on or after on and from

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 *2021 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 2022*. 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 AND PUBLIC HOLIDAY WORK**

### **CLAUSE 6.1 HOURS OF WORK**

OPDATE 13:12:2005 on and from

6.1.1 The ordinary working hours of full-time employees must be an average of 38 per week to be worked on the following basis.

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 Except as provided in 6.1.4, the ordinary working hours must not exceed eight in any one day or shift, but -

6.1.2.1 The ordinary hours of work for each employee other than employees for whom no fixed hours of duty are specified by this clause must be displayed on a roster in a place conveniently accessible to employees at least seven days before the commencement of the day on which the roster commences, however a roster may be altered at any time to enable the services of the establishment to be carried on in an emergency or when another employee is absent from duty.

6.1.2.2 A roster may be changed without penalty when there is true agreement between the employer and the relevant employees as to any such change; and

- (a) the agreement is not a condition of employment;
- (b) the agreement relates only to the specific roster change.

6.1.3 The period of night duty to be worked by an employee must not exceed two months in any six-monthly period, but the provisions of this clause may be varied by agreement with the employee, except that this will not apply if the employee is required to perform duty to enable the services to be carried on in an emergency or when another employee is absent from duty because of illness.

#### **6.1.4 Mutual agreement**

6.1.4.1 The ordinary working hours may, by mutual agreement between the employer and the employee, be worked in a manner other than as prescribed in 6.1.2, but the following conditions will apply:

- 6.1.4.1(a) The mutual agreement is requested, at the initiative of the employee in writing and signed by the employee;
- 6.1.4.1(b) The employee is made aware by the employer that the employee is not obliged to work in excess of eight hours per day without the payment of overtime for time worked in excess of eight hours, unless agreed to as provided by this clause;
- 6.1.4.1(c) The spread of ordinary working hours in any day or shift must not exceed 12 hours.
- 6.1.4.1(d) Mutual agreement is not a condition of employment;

6.1.4.1(e) Any official of the **Union** is permitted to inspect such written request; and

6.1.4.1(f) This clause is not applicable to part-time and/or casual employees.

6.1.4.2 Where a mutual agreement has been made as provided by this clause and the daily ordinary hours exceed eight, such hours worked in excess of eight but not more than ten must not be regarded as overtime.

6.1.4.3 Mutual agreement may be rescinded by either party giving seven clear days' notice in writing to the other party to the agreement.

#### 6.1.5 **Implementation of working hours**

The method of implementation of the 38 hour week may be one of the following:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each week; or
- (c) by employees working less than 8 ordinary hours on one or more days each fortnight; or
- (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one **programmed day off** during that cycle; or
- (e) by fixing one programmed week day on which all employees will be off during a particular work cycle, or

any other arrangement mutually agreed between employer and employee.

#### 6.1.6 **Wages**

At the option of the employer, either of the following methods may be used to make payment of wages.

##### 6.1.6.1 Actual pay

The employer may elect to pay the employee on the basis of each hour worked in the given pay period, without regard to any method of "averaging".

##### 6.1.6.2 Average wages

An employer may elect to pay an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, to be paid on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments in each pay period.

#### 6.1.7 **Annual leave**

6.1.7.1 An employee who is on annual leave will not accrue any time toward a **programmed day off** ("credit") for the first four weeks of leave taken from each year's entitlement.

6.1.7.2 Any "credit" standing at the start of the leave period will carry forward and be available to the employee upon resumption of work, subject to normal rostering procedures.

6.1.7.3 The employee will then be entitled to a ***programmed day off*** upon completing the period of work necessary to have accrued a complete "credit" of 7 hours 36 minutes.

#### 6.1.8 **Notice of programmed days off**

Except as provided in 6.1.9, each full-time employee must be advised by the employer in the manner prescribed in 6.1.5(d) or 6.1.5(e) at least 7 days in advance of the day to be taken off.

#### 6.1.9 **Substitute days**

6.1.9.1 The employer may substitute an employee's ***programmed day off*** for another day to cover emergency situations and to meet the service needs of the hospital or health care agency.

6.1.9.2 A full-time employee, may if agreed to by the employer, substitute the day to be taken off for another day, except that no employee will be rostered to work on more than eight consecutive days.

#### 6.1.10 **Termination of employment**

6.1.10.1 Where the contract of employment of a full-time employee paid on the average pay system is terminated, the following procedures must apply:-

6.1.10.1(a) Where the employee has not taken a ***programmed day off*** in the work cycle in which termination occurs, the wages due to the employee must include the "credits" accrued as detailed in this clause.

6.1.10.1(b) Where the employee has already taken a day off during the work cycle in which the termination occurs the wages due to the employee will be reduced by the total of the "credits which have not accrued during the work cycle.

#### 6.1.11 **Payment for working on a programmed day off**

6.1.11.1 An employee required to work on a day otherwise nominated as a ***programmed day off***, or where that employee has not been offered the facility of "banking" the programmed day, the employee must be paid for the actual hours worked according to the overtime provisions of this Award.

#### 6.1.11.2 **Banking procedure**

6.1.11.2(a) Where the option of a ***programmed day off*** is adopted in implementing the 38 hour week, a full-time employee may seek to defer or be requested to defer or bank for up to six months that ***programmed day off*** providing that such "banking" is by mutual agreement between the employer and the employee.

6.1.11.2(b) No more than five ***programmed days off*** may be "banked" at any given time.

6.1.11.3(c) Deferred ***programmed days off*** may be taken as time-off as single days, or as a block in a manner mutually agreed between the employer and the employee.

6.1.11.4(d) If agreement cannot be reached as to how this time off should be taken the employer may at two weeks notice inform the employee of the way in which the time off must be taken.

- 6.1.11.4(e) Any employee who works on a shift which is to be banked in the above manner will be paid "average pay" as prescribed for that week and will not receive additional payment for the additional shift or shifts.
- 6.1.11.2(f) At the time of taking the banked day or days off, the employee will receive at current rates of pay, average pay of 7 hours 36 minutes for each day or days taken off.
- 6.1.11.2(g) No credit will accrue towards other **programmed days off** from a day or days taken off in the above manner.

#### 6.1.12 Day off in each week

All employees must receive one clear day off each week in the case of day shift and in the case of night shift one clear night off each week, except that during any working period not exceeding three consecutive weeks the night off may, with approval of the employer, be deferred and be taken (at a time mutually agreed upon) in consecutive nights.

#### 6.1.13 Minimum engagement

- 6.1.13.1 An employee will be engaged for a minimum of two (2) hours on each shift, but this will not apply to employees engaged in home based care.
- 6.1.13.2 Nothing contained in this clause will operate to reduce any existing minimum engagement that applies at the date of operation of this clause.

### CLAUSE 6.2 BREAKS

OPDATE 13:12:2005 on and from

- 6.2.1 By arrangement with the employees on each shift an unpaid meal break must be allowed which must not be less than 30 minutes but not more than 60 minutes and which must be free of all duties. Such meal breaks will not be regarded as working time.
- 6.2.2 Where an employee is directed by the employer not to leave the premises during an unpaid meal break or is otherwise unable to take an unpaid meal break free of all duties they must:
- 6.2.2.1 From Monday to Friday receive an allowance as set out in Schedule 6 per half hour of the meal break; OR
- 6.2.2.2 On Saturday, Sunday and Public Holidays receive an allowance as set out in Schedule 6 per half hour of the meal break.
- 6.2.3 Should an employee in receipt of such an allowance be recalled to work, the provisions of 6.2.4 will apply.
- 6.2.4 When an employee is interrupted during a meal break by a call, the extent of the interruption will be counted as time worked and the employee must be allowed to continue such meal break as soon as practicable. Should it be impracticable for the employee to complete such meal break during the remainder of the ordinary working hours the employee must receive the appropriate overtime pay for the time so worked.

**CLAUSE 6.3 OVERTIME**

OPDATE 13:12:2005 on and from

**6.3.1 Payment for overtime**

In computing overtime payments each days work stands alone. All authorised time worked by employees in excess of the ordinary hours as prescribed in clause 6.1 must be paid for, in accordance with the following.

- 6.3.1.1 On Monday to Friday inclusive at the rate of time and a half for the first three hours and double time thereafter.
- 6.3.1.2 On Saturday before noon at the rate of time and a half for the first three hours and double time thereafter.
- 6.3.1.3 On Saturday afternoon, or on a Sunday at the rate of double time.

**6.3.2 Requirement to work overtime**

An employee may be required to work reasonable overtime at overtime rates and such employee must work overtime in accordance with such requirement.

**6.3.3 Recall to work**

- 6.3.3.1 An employee who is recalled to work overtime after leaving the employee's place of employment to enable the services to be carried on in an emergency or due to another employee being absent from duty, must be paid for a minimum of three hours work at the appropriate rate for the time so recalled. However, an employee must not be required to work the full three hours in the event of the emergency ceasing to exist or on the event of the absent rostered employee or a substitute reporting for duty.
- 6.3.3.2 Except as provided for in 6.1.11.1 where an employee is recalled for duty on their **programmed day off**, the employee should be paid in accordance with the provision of this clause as applicable, and the employee is not entitled to substitute another day for the programmed day.
- 6.3.3.3 Where a full-time employee has been given prior notice (such notice is to be given as soon as practicable) that they will be required to work on their **programmed day off** due to an emergency such employee must be paid at ordinary time for that day and a substitute day off must be granted.

**6.3.4 Transport**

When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, the employer must provide the employee with a conveyance to reach the employee's home.

**6.3.5 Time off in lieu of overtime**

By agreement between the employee and the employer, an employee may take time off in lieu of payment for overtime worked.

### 6.3.6 Eight hour break

- 6.3.6.1 An employee (other than a casual employee) who works so much overtime between the termination of ordinary work one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least eight consecutive hours off duty or a period free from duty that is at least equal to the number of ordinary hours of the shift being worked must, subject to 6.3.6.2, be released after completion of such overtime until such employee has eight consecutive hours off duty without loss of pay for ordinary time occurring during such absences.
- 6.3.6.2 If on instructions of the employer such an employee resumes or continues to work without having the number of consecutive hours off duty as specified in 6.3.6.1, the employee must be paid at appropriate overtime rates until so released and will then be entitled to be absent until having had such consecutive hours off duty without loss of pay occurring during such absence.

## CLAUSE 6.4 SHIFT WORK

OPDATE 13:12:2005 on and from

### 6.4.1 Penalty rates for afternoon and night shift

- 6.4.1.1 For the purpose of this clause **afternoon and/or night shift** means a complete rostered shift of eight continuous hours which commences not earlier than 12 noon and finishes not later than 8.00 a.m.
- 6.4.1.2 An employee whilst working on any **afternoon or night shift** from Monday to Friday inclusive, except on a public holiday, must for such shift be paid an additional payment calculated at the rate of 15 percent of the appropriate ordinary rate of pay.
- 6.4.1.3 The additional payment prescribed by this clause is not part of the employee's ordinary rate of pay.

### 6.4.2 Casual/part-time employees

For the purposes of this clause, a shift worked by a casual or part-time employee (other than the time worked in accordance with the employee's own request) may be of a shorter duration than that prescribed by 6.4.1.1.

### 6.4.3 Permanent afternoon or night shift

Employees required to work permanently on **afternoon or night shifts** must be paid 30 percent more than the ordinary rate prescribed, however, employees who work permanently on such **afternoon or night shifts** at their own request, must be paid the penalty rate prescribed by 6.4.1.2.

### 6.4.4 Early morning workers

Employees who commence work prior to 6.00 a.m. Monday to Friday inclusive, except on a public holiday, must receive an additional payment for all hours worked up until 7.00 a.m. calculated at the rate of 15 per centum of the appropriate ordinary hourly rate of pay.

#### 6.4.5 **Eight hour break**

An employee must wherever practicable have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. However where the ordinary hours of work on a rostered shift have exceeded eight hours the period free from duty must be at least equal to the number of ordinary hours of that rostered shift.

#### 6.4.6 **Broken shift**

##### 6.4.6.1 Definition

**Broken shift** means any period of rostered duty which is not continuous but excluding meal breaks of 60 minutes or less.

##### 6.4.6.2 **Calculation of payment**

Employees working a **broken shift** Monday to Friday inclusive, must be paid an additional 10 percent, calculated on the ordinary rates prescribed for each such **broken shift** worked. When the second part of a **broken shift** finishes at or after 7.30 p.m., the additional payment must be 15 percent calculated at the ordinary rate.

6.4.6.3 These provisions do not apply when an employee requests to work hours other than those displayed on a roster.

6.4.6.4 The additional payments prescribed by 6.4.6.2 do not form part of the employee's ordinary pay for the purposes of this Award.

6.4.6.5 Employees required to work **broken shifts** must be reimbursed for fares actually incurred to a maximum amount as set out in Schedule 6 for the second portion of the **broken shift** only.

### **CLAUSE 6.5 SATURDAY AND SUNDAY WORK**

OPDATE 13:12:2005 on and from

6.5.1 An employee must be paid for work done during ordinary hours (i.e. not being overtime) between 12 midnight on Friday and 12 midnight on the following Sunday, except on a public holiday, an additional payment calculated at the rate of 50 percent of the appropriate rate prescribed.

6.5.2 Every employee who is rostered to work on Saturdays, Sundays and public holidays must work as required.

### **CLAUSE 6.6 PUBLIC HOLIDAY WORK**

OPDATE 13:12:2005 on and from

#### 6.6.1 **Payment**

Employees must be paid an additional 150 percent of the appropriate ordinary hourly rate for all time worked on the public holidays designated in 7.6.1.

#### 6.6.2 **Refusal to work**

If an employee is rostered for duty on a public holiday and refuses to work as rostered, such employee will not be paid for such day.

#### 6.6.3 **Casual employees**

A casual employee will be paid at the rate of 250 percent for work performed on a public holiday.



## PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### CLAUSE 7.1 ANNUAL LEAVE

OPDATE 21:02:2006 on and from

#### 7.1.1 Entitlement to annual leave

- 7.1.1.1 An employee (other than a casual employee) after 12 months **continuous service** is entitled to 5 weeks annual leave if the employee is regularly rostered for duty over seven days of the week.
- 7.1.1.2 For any other employee (other than a casual employee) 4 weeks annual leave.
- 7.1.1.3 Payment must be not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### 7.1.2 Accrual of Annual Leave Entitlement

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

*Full-time employee:*

- 190 hours per annum – if rostered over 7 days  
152 hours per annum – if not rostered over 7 days

*Part-time employee:*

$\frac{190}{38}$  x average weekly ordinary hours over previous 12 months

$\frac{152}{38}$  x average weekly ordinary hours over previous 12 months

- 7.1.2.2 If an employee's employment is terminated, (regardless of whether the termination is at the initiative of the employer or employee), the employee is entitled to receive 1/12<sup>th</sup> of the annual leave entitlement for each completed month of service for which annual leave has accrued but not been taken.

#### 7.1.3 Time of taking annual leave

- 7.1.3.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.5
- 7.1.3.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.
- 7.1.3.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 3 months after the entitlement to the leave accrues.

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

#### 7.1.4 **Annual leave exclusive of public holidays**

7.1.4.1 Subject to 7.1.4.2 the annual leave prescribed will be exclusive of any public holiday prescribed by this Award and if any such holiday falls within a employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there must be added to that period one day for each such holiday.

7.1.4.2 If the employee fails to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the annual leave (where the leave has been extended in accordance with 7.1.4.1) without reasonable cause, the employee is not entitled to be paid for any such holiday. Proof of reasonable cause rests with the employee.

#### 7.1.5 **Payment for annual leave**

7.1.5.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee, and in addition the amount payable for Uniform Allowance (where applicable)

7.1.5.2 Upon termination of employment, an employee must be paid for leave accrued in accordance with 7.1.2.2 which has not been taken.

#### 7.1.6 **Annual leave loading**

7.1.6.1 An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in 7.1.5 at the time that payment is made.

7.1.6.2 Where an employee would have received shift loadings and /or weekend penalty rates 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 and weekend penalty rates are to be substituted for the 17.5% loading prescribed in 7.1.6.1.

7.1.6.3 Annual leave loading payment is payable on leave accrued in accordance with 7.1.2.2.

#### 7.1.7 **Leave allowed before due date**

7.1.7.1 An employer may allow annual leave to an employee before the right to it has accrued. Where leave is taken in such a case a further period of annual leave must not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

7.1.7.2 Where leave has been granted to an employee pursuant to this clause before the right to it has accrued 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 one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave. This amount must not include any sums paid for any public holidays referred to in clause 7.1.4.

### 7.1.8 Programmed day off

No credit towards a **programmed day off** accrues during any absence on annual leave for the first four weeks of leave taken from each year's entitlement.

### 7.1.9 Calculation of month

For the purposes of this clause a month commences on the day of the month when employment of an employee commenced and ends one calendar month later. If there is no such day in the subsequent month it is the last day of the subsequent month.

### 7.1.10 Calculation of service

7.1.10.1 **Service** before the date of this Award must be taken into consideration for the purpose of calculating annual leave but an employee is not entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed, or made under the previous Award.

7.1.10.2 Where an employee was entitled to annual leave but such leave has not been granted to such employee prior to the commencement of this Award, such employee will remain entitled to such leave as if the clause granting such leave were contained herein, and such leave must be granted in accordance and within the time prescribed by the Award.

7.1.10.3 On the assignment, succession or transmission of a business in which the employee is employed, the period during which the employee was in the service of the predecessor must, for the purposes of this clause, be deemed to be in the service of the succeeding employer.

## CLAUSE 7.2 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 21:02:2006 on and from

### 7.2.1 Entitlement

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

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

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

### 7.2.2 Accrual of personal leave entitlement

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

7.2.2.1(a) 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.

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

(i) a full time employee accrues 76 hours.

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

### 7.2.3 Conditions for payment of personal leave

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

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

For the period of personal leave the employee is entitled to receive the employee's normal rate of pay under this Award.

### 7.2.4 Programmed day off

7.2.4.1 Where an employee is absent due to personal *illness* on the working day before, and/or the working day after their *programmed day off*, they will not be entitled to payment for such work day(s), unless they produce a medical certificate or a statutory declaration.

7.2.4.2 Where an employee is absent due to personal *illness* on their programmed day off, such day will stand as the *programmed day off* and the employee will not be permitted to substitute another day for the programmed day. The employee will not be entitled to sick pay in addition to payment for the *programmed day off* and the day must not be debited as personal leave.

7.2.4.3 Where an employee has been informed that they will be required to work on their programmed day off, and is subsequently absent on that day due to personal illness the day must be paid as the *programmed day off* and a substitute day will not be granted.

## CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 21:02:2006 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;
- household member,

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

### 7.3.2 Unpaid entitlement to leave

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

### 7.3.3 Effect of other leave

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

## CLAUSE 7.4 PARENTAL LEAVE

OPDATE 21:02:2006 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 leave** 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 school age who is placed with an employee for the purposes of **adoption**, other than a **child** or step-**child** of the employee, or of the **spouse** of the employee, who has previously lived with the employee for a continuous period of at least six months.
- 7.4.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:
- (a) on a regular and systematic basis for several periods of employment; or
  - (b) on a regular and systematic basis for an ongoing period of employment,
- and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.
- 7.4.1.5 **Extended adoption leave** means **adoption leave** provided under 7.4.3.4(b).
- 7.4.1.6 **Extended paternity leave** means **paternity leave** provided under 7.4.3.3(b).
- 7.4.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 7.4.1.8 **Maternity leave** means maternity leave provided under 7.4.3.2.
- 7.4.1.9 **Medical certificate** means a certificate as prescribed in 7.4.5.1.
- 7.4.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 7.4.1.11 **Paternity leave** means paternity leave provided under 7.4.3.3.
- 7.4.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 7.4.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 7.4.1.14 **Short adoption leave** means **adoption leave** provided under 7.4.3.4(a).

7.4.1.15 **Special adoption leave** means **adoption leave** provided under 7.4.10.

7.4.1.16 **Special maternity leave** means **maternity leave** provided under 7.4.9.1.

7.4.1.17 **Spouse** includes a de facto spouse or a former spouse.

#### 7.4.2 **Employer's responsibility to inform**

7.4.2.1 On becoming aware that:

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

an employer must inform the employee of:

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

#### 7.4.3 **Eligibility for and entitlement to parental leave**

7.4.3.1 Subject to the qualifications in 7.4.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

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

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

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

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

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:

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

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

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

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

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

#### 7.4.4 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:

- (a) in the case of **maternity leave**, the expected date of birth; or otherwise
- (b) the date on which the leave is due to commence.

- 7.4.4.3 The entitlement to **parental leave** is reduced:

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

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

- 7.4.4.3(c) 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** that:

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

whichever is appropriate.

- 7.4.5.2 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:

##### 7.4.5.2(a) Parental leave

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

## 7.4.5.2(b) Adoption leave

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

## 7.4.6 Notice requirements

7.4.6.1 Maternity leave

## 7.4.6.1(a) An employee must:

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

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

7.4.6.2 Paternity leave

An employee must:

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

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



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

7.4.6.4 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:

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

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

7.4.7 **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 personal leave or other paid absences are not available to an 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 Subject to 7.4.4 and unless agreed otherwise between the employer and employee, an employee may commence **parental leave** at any time within six weeks immediately prior to the expected date of birth.
- 7.4.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the **child**, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 7.4.7.7 Where leave is granted under 7.4.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 7.4.7.8 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 7.4.7.9 **Adoption leave** cannot extend beyond the **child's** fifth birthday.

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

7.4.7.11 Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with 7.4.15.

#### 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:

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

7.4.8.1(b) 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:

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

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

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

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

(b) the employee gives the employer notice in writing stating that the employee desires to resume work,

the employer must allow the employee to resume work within four weeks of receipt of the notice.

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

#### 7.4.9 Special maternity leave and personal leave

7.4.9.1 If:

(a) an employee not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under 7.2; or

(b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**,

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

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

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

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

#### 7.4.10 **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 7.4.10 is to be known as **special adoption leave** and does not affect any entitlement under 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 **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:

(a) illness or risks arising out of the pregnancy; or

(b) hazards connected with the work assigned to the employee,

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

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 medical practitioner.

7.4.11.3 Leave under this clause 7.4.11 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 **Communication during parental leave**

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

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

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

7.4.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.4.13.1.

#### 7.4.14 **Return to work after parental leave**

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

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

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

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

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

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

#### 7.4.15 **Right to request**

7.4.15.1 An employee entitled to **parental leave** pursuant to clause 7.4.3, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid **parental leave** provided for in 7.4.3.2 by a further continuous period of leave not exceeding 12 months;

- (c) to return to work from a period of **parental leave** on a part-time basis until the **child** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

- 7.4.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 7.4.15.3 The employee's request and the employer's decision made under 7.4.15.1(b) and (c) must be recorded in writing.
- 7.4.15.4 Where an employee wishes to make a request under 7.4.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.

#### 7.4.16 Termination of employment

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

#### 7.4.17 Replacement employees

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

### CLAUSE 7.5 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 21:02:2006 on and from

#### 7.5.1 Definitions

- 7.5.1.1 **Personal leave to care for a family member** means leave provided in accordance with this clause.
- 7.5.1.2 **Family** - the following are to be regarded as members of a person's family:
- (a) a **spouse**;
  - (b) a child or step child;
  - (c) a parent or parent in-law;
  - (d) any other member of the person's household;
  - (e) a grandparent or grandchild;
  - (f) any other person who is dependent on the person's care.

7.5.1.3 **Personal leave** means leave provided for in accordance with clause 7.2.

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

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

(a) due to personal injury; or

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

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

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

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

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

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

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

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

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

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

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

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

#### 7.5.4 **Single day absences**

Single day absences may be taken for **personal leave to care for a family member** as provided for in Clause 7.1.3 Time of Taking Annual Leave.

### 7.5.5 Casual employees caring responsibilities

- 7.5.5.1 Casual employees are not entitled to **personal leave to care for a family member** or bereavement leave but subject to the notice and evidentiary requirements in 7.5 and 7.3, casuals are entitled to not be available to attend work, or to leave work:
- (a) to care for a member of their **family** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (b) upon the death of a **family** member.
- 7.5.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.5.5.1 is:
- (a) the period agreed upon between the employer and the employee; or
  - (b) up to 48 hours (or 2 days) per occasion.
- 7.5.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 7.5.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 7.5.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

### CLAUSE 7.6 PUBLIC HOLIDAYS

OPDATE 06:11:2019 on and from

- 7.6.1 Employees (other than casual employees) are entitled to 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 without loss of pay.

#### 7.6.2 Absence on day before/after public holiday

If an employee does not work on each of the days next before and next after a designated public holiday on which the employee's place of employment is open for business, the employee will not be entitled to payment for that holiday unless the absence was authorised by the employer or by this Award.

#### 7.6.3 Programmed day off

Where a public holiday falls on a day that would otherwise be an employee's **programmed day off**, the employee is entitled to an alternative **programmed day off** on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

#### 7.6.4 Employee not required to work

When a public holiday falls upon a day when the employee would normally work and the employee is not required to work on such day, the employee must be paid at the ordinary rate of pay for such public holidays as if the employee had actually worked the normal number of hours on that day. This provision does not apply to a casual employee.

### 7.6.5 Seven day shift workers

If a public holiday falls between Monday and Friday inclusive:

- 7.6.5.1 A full-time 7 day shift worker, i.e. an employee who is regularly rostered over seven days of the week, who does not work on any public holiday because it is the employee's rostered day off, is entitled to receive an extra 7 hours 36 minutes pay in respect of such day;
- 7.6.5.2 A part-time 7 day shift worker who does not work on any such day because it is the employee's rostered day off, must receive an extra day's pay in respect of such day, but such payment will not exceed 7 hours and 36 minutes pay.

### 7.6.6 Christmas day falling on a Saturday or Sunday

#### 7.6.6.1 Applicability

Despite any other provisions in the Award when Christmas Day falls on a Saturday or Sunday and the declared Christmas Day public holiday is a day other than the actual day (that is, the Christmas Day public holiday has been substituted for another day), the following arrangements will apply but only for weekly hired employees who do not work a standard Monday to Friday week. Employees employed to work the standard week of Monday to Friday, will be paid in accordance with the existing public holiday provisions of the Award.

- (a) **Actual day** means a Saturday or Sunday that is a Christmas Day but the declared public holiday for the Christmas Day has been gazetted for another day.
- (b) **Substitute day** means the day that is gazetted a public holiday in lieu of the public holiday for Christmas Day falling on a Saturday or Sunday.

#### 7.6.6.2 Full-time employees

- 7.6.6.2(a) An employee rostered and not required to work on the **actual day** will be paid for that day at ordinary rates but will not be entitled to the substitute day;
- 7.6.6.2(b) An employee rostered and required to work on the **actual day** will be entitled to:
- (i) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay, and
  - (ii) the **substitute day** as a holiday. However, where the **substitute day** falls on a non-working day, the employee is entitled to either an additional day's pay or an additional day's leave with pay.
- 7.6.6.2(c) An employee rostered and required to work both on the **actual day** and also on the **substitute day** will be entitled to:
- (i) for the **actual day**, the payment described in 7.6.6.2(a), and,
  - (ii) for the **substitute day**, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.



### 7.6.6.3 Part-time employees

- 7.6.6.3(a) An employee rostered and not required to work on the **actual day** will be paid for that day at ordinary rates but will not be entitled to the **substitute day**.
- 7.6.6.3(b) An employee rostered and required to work on the **actual day** will be entitled to:
- (i) the payment described in 7.6.6.2(a), and
  - (ii) another day, which may or may not be the **substitute day**, as a holiday, or payment at ordinary rates for an additional day of equal length.
- 7.6.6.3(c) If the benefits of 7.6.6.3.1 or 7.6.6.3.2 apply, an employee who works on the **substitute day**, will be paid at ordinary time rates for such day.

### CLAUSE 7.7 TRADE UNION TRAINING LEAVE

OPDATE 13:12:2005 on and from

- 7.7.1 Employees who are members of the **Union** must be allowed leave without loss of pay for up to a maximum of five rostered shifts in any one year to attend Trade Union Training courses conducted or sponsored by the Union subject to the following conditions:
- 7.7.1.1 Not less than four weeks notice must be given by the employee to the employer of the date of commencement of the training course and the period over which the course is to be conducted.
  - 7.7.1.2 The employer must be able to make adequate staffing arrangements during the period of such leave.
  - 7.7.1.3 An employee must have completed a period of twelve months service with an employer before becoming eligible for the leave.
  - 7.7.1.4 At any one time, no more than one employee of any employer covered by this Award may be on such leave.
- 7.7.2 Where an employer employs between 20 and 100 employees under this Award, no more than one employee will be allowed such leave in any one year.
- 7.7.3 Where an employer employs between 101 and 200 employees under this Award, no more than two employees will be allowed such leave in any one year.
- 7.7.4 Where an employer employs over 200 employees under this Award, no more than three employees will be allowed such leave in any one year.
- 7.7.5 To establish the number of employees to be allowed by an employer to undertake such leave in any one year, the total paid hours per week by all employees covered by this Award, will be divided by 38, to establish the number of equivalent full-time employees involved.
- 7.7.6 Such leave will be counted as **continuous service** for all purposes of the Award and for purposes of long service leave entitlements.

### CLAUSE 7.8 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

OPDATE 06:11:2019 on and from

- 7.8.1 This clause applies to all employees, including casuals.

## 7.8.2 Definitions

### 7.8.2.1 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:

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

7.8.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 7.8.2.1 includes a former spouse or de facto partner.

## 7.8.3 Entitlement to unpaid leave

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

- 7.8.3.1 the leave is available in full at the start of each 12 month period of the employee's employment; and
- 7.8.3.2 the leave does not accumulate from year to year; and
- 7.8.3.3 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 the family and domestic violence.

## 7.8.4 Taking unpaid leave

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

- 7.8.4.1(a) is experiencing family and domestic violence; and
- 7.8.4.1(b) 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.

## 7.8.5 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.

## 7.8.6 Notice and evidence requirements

### 7.8.6.1 Notice

An employee must give their employer notice of the taking of leave by the employee under clause 7.8. The notice:

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

### 7.8.6.2 Evidence

An employee who has given their employer notice of the taking of leave under clause 7.8 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 7.8.4.

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.

## 7.8.7 Confidentiality

- 7.8.7.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.8 is treated confidentially, as far as it is reasonably practicable to do so.
- 7.8.7.2 Nothing in clause 7.8 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australia 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.

## 7.8.8 Compliance

An employee is not entitled to take leave under clause 7.8 unless the employee complies with clause 7.8.

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

### **CLAUSE 8.1 TRAVEL EXPENSES AND FARES**

OPDATE 13:12:2005 on and from

- 8.1.1 Employees required to travel on the employers business must be supplied with a vehicle by the employer. However, where the employer's vehicle is not available and the employee uses their own vehicle, the employer must pay to the employee a vehicle allowance as set out in Schedule 6 per kilometre.
- 8.1.2 An employee required to travel by other means in connection with their work must be reimbursed all reasonable travelling expenses so incurred, but, where an employee is required to travel by air transport the employer must provide an air fare to the employee prior to departure.
- 8.1.3 An employee required to travel intra or interstate on official business must be reimbursed the cost of reasonable board, lodgings, meals and fares. Reasonable proof of reasonable costs so incurred is to be provided by the employee to the employer.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **CLAUSE 9.1 TRAINING WAGE ARRANGEMENTS**

OPDATE 13:12:2005 on and from

Refer to Schedule 4.

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

OPDATE 13:12:2005 on and from  
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## PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

### CLAUSE 11.1 POSTING OF AWARD

OPDATE 13:12:2005 on and from

Every employer must affix and keep affixed in a conspicuous place on the premises a copy of this Award that is written in legible characters and is easily accessible to employees.

### CLAUSE 11.2 TIME AND WAGES RECORDS

OPDATE 21:02:2006 on and from

Each employer must keep or cause to be kept time and wages records in accordance with Section 102 of the **Act**. Each employee's time and wages record must contain at least the following:

- (a) the employee's name and address and birth date if under the age of 21 years of age;
- (b) the employee's times of beginning and ending work on each day including a note of time allowed for meal and other breaks;
- (c) the wages paid to each employee and the date of each payment of wages; and
- (d) a record of annual leave, personal leave and long service leave granted to the employee.

### CLAUSE 11.3 RIGHT OF ENTRY

OPDATE 06:11:19 on and from

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

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

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

11.3.3 A person exercising these powers must not:

- (a) interrupt the performance of work at the workplace or
- (b) harass an employer or employee; or
- (c) address offensive language to an employee or an employer; or
- (d) hinder or obstruct an employee in carrying out a duty of employment; or
- (e) use or threaten to use force in relation to an employer, an employee or any other person.

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

**CLAUSE 11.4 JOB DELEGATES**

OPDATE 13:12:2005 on and from

- 11.4.1 An employee appointed job delegate in the area in which the employee is employed must upon notification thereof to the employer be recognised as the accredited representative of the **Union**.
- 11.4.2 **Union** job delegates are to interview employees during meal breaks, however, if this is impractical subject to the work requirements of an employer, the **union** job delegate must be allowed the facility and the necessary time during working hours to interview employees on legitimate **union** business arising out of or in the course of service and must be allowed the necessary time during working hours to interview a representative of the management on matters affecting employees whom the **union** job delegate represents.
- 11.4.3 Subject to the prior approval of the employer an accredited job delegate must be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited **union** official on legitimate **union** business arising out of or in the course of the contract of employment.
- 11.4.4 An employer must provide a duly appointed **union** job delegate with reasonable facilities as may be agreed upon between employer and employee in order that the **union** job delegate carry out the functions properly.



## SCHEDULE 1 - CLASSIFICATION STRUCTURE DEFINITIONS

OPDATE 06:11:2019 on and from

**Direct client contact services** means all duties performed at the appropriate level associated with the provision of direct client care and service by assisting under supervision and primarily in a general care and/or nursing environment or in a variety of other specialist therapy disciplines.

These services include:

provision, to any client who so requires, personal assistance with:

- bathing, showering or personal hygiene;
- toileting;
- dressing or undressing;
- mobility;
- transfer;
- meals and refreshments;
- sensory communication or the fitting of sensory communications aids; and/or

where a client needs a special diet – the reasonable provision of such diet to that person; and/or

provision to any client who requires it, rehabilitative support or assistance to obtain access to such support or to meet a professionally determined therapeutic need;

provision of in-home services consistent with the duties defined by this stream.

**Indirect client contact services** means all duties performed at the appropriate level associated with:

preparation of food and liquids in catering or cafeteria or dining room areas, including ordering, storage, preparation, cooking, plating, serving and delivery of meals as appropriate but excluding the regulating of food and liquid intake; and/or

cleaning, washing and basic maintenance of equipment, crockery and utensils including hygiene and removal of kitchen and dining room waste, vending machines and canteens including food preparation; serving; cashier duties and responsibilities; and table arrangement, in the areas identified above and/or

cleaning all areas of worksite both inside and out; and/or

delivery, collection, disposal of linen as appropriate and delivery, collection, disposal, sorting, storage, imprest and disposal as appropriate of worksite refuse, trolleys, mail, administrative documents and inactive client records; and/or

removal, transportation and storage of all equipment and objects within the worksite; and/or

collection, sorting, washing, cleaning, sterilising, drying, folding, pressing, packing, labelling and delivering and maintenance of, imprest of material supplies including linen and uniforms where appropriate; and/or

the operation, distribution and storage of the Central Sterile Supply Department, Theatre Sterile Supply Units and the Hospital Sterilising Decontamination Unit; and/or

maintenance, relocation, repair, alteration, modification, production of equipment, aids or supplies including equipment which caters for special needs of clients or other equipment and fixtures associated with the interior or exterior of the worksite; and/or

maintenance of outside areas of worksite including rubbish collection and removal; and/or

gardening and grounds maintenance including the operation of all garden and associated equipment including tractors and the installation and maintenance of watering systems; and/or

driving including motor vehicles, motor freight, trucks and buses, and other motorised equipment; and/or

the transportation of clients and client focused equipment, aids and associated objects within the particular worksite; and/or

the maintenance of the security of the worksite.

***Diversional therapy*** means the provision of diversional, leisure and/or recreational activities to individuals and/or groups of clients.

***In service experience*** means for the purposes of classifying ***direct client contact services*** Employees to particular levels in this schedule, service with any employer bound by this Award which includes the same or similar functions to those performed by the employee provided that relevant service does not include service which preceded a break of three years or more during which no relevant service was performed.

## CHARACTERISTICS

(To be applied in conjunction with Aim/Ethic as prescribed in 5.1.1)

### \* **Characteristics Level 1**

Employees at this level:

- in the case of ***indirect client contact services*** employees will perform the Indicative Duties at Level 2 and/or provide assistance to employees performing those duties and;
- in the case of ***direct client contact services*** employees who do not hold an AQF Certificate Level III, will perform the Indicative Duties at Level 3 for a period not exceeding 560 hours in service experience, as defined,

in accordance with the following characteristics:

Employees at this level generally have limited or no previous relevant experience. They work under close supervision.

Employees perform routine functions requiring an understanding of clear, straightforward rules and procedures. They exercise minimal judgement.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate at this level.

### \* **Characteristics Level 2**

Employees at this level have previous relevant experience and/or in-service training but no relevant formal qualification.

Employees at this level work under routine supervision. They perform routine work within established guidelines. Such employees may be required to exercise limited discretion in the performance of their work consistent with their training and experience.

Employees at this level may be required to provide assistance to less experienced employees at this level and Level 1.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

#### Indicative duties

May include:

##### *Indirect client contact services*

1. Basic food and cooking preparation and delivery;
2. Cleaning of wards, rooms, grounds and buildings;
3. Cafeteria and kiosk duties;
4. Cash handling;
5. Maintain basic records;
6. Perform a range of gardening duties including routine duties, installation of complex watering systems and application of appropriate pesticides, weedicides or fertilisers;
7. Laundry functions including basic sewing and repair work and the operation of complex machinery /press units;
8. General maintenance to buildings, fences, grounds, contents and equipment;
9. Transportation of stores, equipment, provisions, pharmacy supplies etc;
10. Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D, T. S. S. U and ethylene oxide sterilising process and Ultra Sonic Cleaning.

##### *Direct client contact services*

The indicative duties at Level 3 may be performed at Level 2 by an employee who does not hold an AQF Certificate III, if performed in accordance with the above characteristics, for a period not exceeding 2100 hours **in service experience**, as defined. Those hours worked at Level 1 before progression to Level 2 will be included.

#### \* **Characteristics Level 3**

Employees at this level will have sufficient knowledge and experience to perform the additional duties at this level and may have a formal qualification relevant to the employee's position.

- This will be the entry level for employees who have an AQF Certificate Level III relevant to the employee's position and no previous relevant experience. Such employees will remain at this level for a period not exceeding 560 hours **in service experience**, as defined.
- Employees who do not hold an AQF Certificate III and who have performed 2100 hours **in service experience**, as defined, will, as a minimum, be classified at this level.

Where there is any disagreement as to the relevance of a qualification the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Such employees require only general guidance or direction and there is scope for the exercise of initiative and judgement in carrying out their assigned duties.

Such employees can be expected to give assistance and/or guidance to employees at lower levels and be able to assist in the training of such employees by means of personal instruction and demonstration.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

#### Indicative duties

In addition to the duties set out at Level 2, employees at this level may perform duties including some or all of the following:

*Indirect client contact services*

1. General cooking duties;
2. Prepare, wash, clean, sterilise, assemble, label and pack medical and laboratory equipment;
3. Maintain appropriate records;
4. Complex repair and maintenance work requiring prior experience (but not to trade level);
5. Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D., T.S.S.U. and ethylene oxide sterilising process and Ultra Sonic Cleaning.

*Direct client contact services*

Employees at this level may perform duties including some or all of the following:

1. Bed making;
2. Bathing, showering, personal hygiene and grooming;
3. Toileting/continence management;
4. Maintenance of Mobility/Dexterity;
5. Transfer/lifting, mechanical aids;
6. Communication/assistance with aids;
7. Distribution of clean laundry/personal attire;
8. Cleaning of equipment, aids, utensils in work area (including personal possessions);
9. Cleanliness and neatness of client's environment;
10. Transportation of clients;
11. Report and record observations of individual clients;
12. Complete routine documentation in accordance with established policies and procedures;
13. Assist in care of clients with identified special needs or requirements;
14. Provide input into client assessment;
15. Identify diversional therapy needs of individuals and/or groups;
16. Provision of diversional therapy to individuals and/or groups in accordance with established programs;
17. Assist in the self-administration of medication on medical authority to client;
18. Assist with the provision of routine treatments and procedures;
19. Provision of in-home services consistent with the duties defined by this stream.

Note: These duties listed in the above group may be performed at Levels 1, 2 and 3 depending upon the Characteristics under which they are performed.

**\* Characteristics Level 4**

Employees at this level:

- Will hold an AQF Certificate Level III or equivalent qualifications relevant to the employee's position, plus at least 560 hours *in service experience*, as defined; or
- Will have sufficient knowledge and experience to perform the additional duties required at this level, or to give relevant advice and/or information to the organisation and clients in relation to specific areas of their responsibility; or
- Will hold trade qualifications relevant to the employee's position.

Where there is any disagreement as to the relevance of a qualification, the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Such employee will be responsible for their own work and will require only limited guidance, direction or supervision. They exercise initiative, discretion and judgement in the performance of their duties, within the limits of their training and experience. They may be required to work from complex instructions and procedures.

Such employees may be responsible for guidance or direction of employees at lower levels. They may be required to train employees at lower levels by personal instruction and demonstration.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

#### Indicative duties

May include:

##### *Indirect client contact services*

1. Performing cooking duties at trade level and/or cook with responsibility for non-qualified kitchen staff;
2. Co-ordinating the allocation of patient transport duties;
3. Ordering and monitoring the supply and quality of items required for an effective service in an area of operation;
4. Maintain registers and stock control procedures;
5. Maintenance work requiring trade level skills;
6. Effectively liaise with Nursing, Maintenance and other appropriate staff and respond as required to needs as identified;
7. Effectively consult with staff to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy Procedures;
8. Understand and operate mechanical, chemical biological and monitoring controls, C.S.S.D, T.S.S.U and ethylene oxide sterilising process and Ultra Sonic Cleaning.

##### *Direct client contact services*

In addition to the duties set out at Level 3, employees at this level may perform duties including some or all of the following:

1. Assist in the assessment of individual clients;
2. Collect and record data for use in identification of individual client's special needs;
3. Care of clients with special needs
4. Complete documentation to meet workplace requirements;
5. Effectively liaise with Nursing, Maintenance and other appropriate staff and responds as required to needs identified;
6. Effectively consult with staff to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy and Procedures;
7. Plan and organise **diversional therapy** programs for individuals and/or groups;
8. Plan, organise and provide **diversional therapy** to clients with identified special needs.

#### \* **Characteristics Level 5**

Employees at this level:

Will have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of this expertise; and/or

Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position.

Where there is any disagreement as to the relevance of a qualification the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Employees at this level are responsible and accountable for their own work and that of employees at lower levels. They work with minimal supervision and will report to more senior staff as required. They often exercise initiative, discretion and judgement in the performance of their duties.

Such employees may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems, and monitoring the quality of work produced.

They will be able to supervise employees. They will also be able to train employees in lower levels by means of personal instruction and demonstration. They will also be able to assist in the delivery of training courses.

#### Indicative duties

May include:

##### *Indirect client contact services*

1. First Cook with responsibility for other qualified cooks and kitchen staff and whose duties may include development of menus, ordering of food items, and responsibility for quality and hygiene control;
2. Supervision of employees;
3. Monitor implementation of and compliance with workplace policies and procedures;
4. Contribute to the development and implementation of such policies and procedures as required;
5. Ensure maintenance of safe environment for employees and clients;
6. Administrative functions as directed by the employer;
7. Provision of training to employees.

##### *Direct client contact services*

1. Supervision of employees;
2. Monitor implementation of and compliance with workplace policies and procedures;
3. Contribute to the development and implementation of such policies and procedures as required;
4. Ensure maintenance of documentation to meet workplace requirements;
5. Ensure maintenance of safe environment for employees and clients;
6. Administrative functions as directed by the employer;
7. Provision of training to employees;
8. Co-ordination of the provision of **diversional therapy** in the workplace.

#### **\* Characteristics Level 6**

Employees at this level will possess, in the opinion of the employer, sufficient knowledge and experience to perform the duties at this level. In assessing such sufficient knowledge, regard will be given to any higher level training (including in-house training) undertaken by the employee.

Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position.

Employees at this level will be responsible for their own work. They will report to senior staff as required. They will regularly exercise initiative, discretion and judgement in the performance of their duties.

They will be responsible for co-ordination of the duties of employees under their control or supervision, will be responsible for work output and will understand the entire operation of the employer.

They will be responsible for the selection, recruitment, training, counselling and appraisal of employees under their control or supervision in accordance with established policies and procedures.

They will assist in the development of the policies and procedures of the organisation.

#### Indicative duties

May include:

- Day to day co-ordination of the workplace;
- Admission and assessment of clients;
- Induction and rostering of staff;
- Responsible for maintenance of all relevant documentation;
- Ensuring that the workplace operates in accordance with all relevant legislation, regulations, standards and policies;
- Contribute to the development, implementation and evaluation of workplace policies as required.

#### GENERAL NOTES

\* Characteristics listed in the structure are not set out in any priority order.

**SCHEDULE 2 - WAGE RATES**OPDATE 01:07:2021 1<sup>st</sup> pp on or after**S2.1 Classifications**

<i>Health Services Employee Levels</i>	<i>Minimum weekly rate</i>
	\$
Characteristics Level 1 (CL-1)	
Increment – Pt 1	841.90
Increment – Pt 2	859.60
Increment – Pt 3	876.00
Characteristics Level 2 (CL-2)	
Increment – Pt 1	878.20
Increment – Pt 2	886.00
Characteristics Level 3 (CL-3)	
Increment – Pt 1	891.70
Increment – Pt 2	907.80
Characteristics Level 4 (CL-4)	
Increment – Pt 1	917.90
Increment – Pt 2	932.30
Characteristics Level 5 (CL-5)	
Increment – Pt 1	947.20
Increment – Pt 2	976.40
Characteristics Level 6 (CL-6)	
Increment Pt 1	991.90
Increment Pt 2	1015.90

The wage relativities in this Award have been established via the structural efficiency and minimum rates adjustment process in accordance with the September 1989 State Wage Case decision (Print I69 of 1989).

**S2.2 Apprentice cooks**

The following percentage of the Rate of Characteristic Level 4 (CL-4) Pt 1 - \$917.90.

	%
First Year	37.5
Second Year	50.0
Third Year	67.5
Fourth Year	85.0

Providing that from the first pay period to commence on or after 1 July 2021 an Apprentice Cook on reaching 21 years of age must receive at least the State Minimum Award Wage of \$786.70 per week (see clause S2.8).



**S2.3 Savings provision**

No employee must suffer any loss of income for ordinary hours of work as a result of the introduction into the Award of the New Classification Structure.

**S2.4 Classification and appointment advice**

Each employee must be appointed by the employer to a Characteristic Level (CL) in accordance with the Classification Criteria as outlined in this Award, and must be notified in writing by the employer of the Level to which the employee has been appointed.

The employer must also notify the employee in writing of any future appointment to another Level.

**S2.5 Whyalla loading**

Adults - 50 cents per week addition; Juveniles - 25 cents per week.

**S2.6 Minimum wage of adults**

S2.6.1 The provisions of this clause do not apply to any employee who in any week, for the working of ordinary hours, receives payment in excess of the relevant minimum wage through over Award payments.

S2.6.2 No adult employee must be paid less than the State Minimum Award Wage of \$786.70 per week from the first pay period to commence on or after 1 July 2021 (see clause S2.8).

S2.6.3 Where an employee to which the rates prescribed herein apply has been absent from duty in any week in circumstances entitling the employer to deduct payment for the time of non-attendance, they must be paid for the hours worked in ordinary time during such week pro rata at the rate prescribed herein.

S2.6.4 In the case of employees to which the rate prescribed herein applies, payments during the paid leave and for holidays must be calculated at the rate prescribed.

S2.6.5 In the case of employees to whom the rates prescribed herein applies, calculation for overtime, penalty rates, shift work, or other payments under this Award must be made at the prescribed rate and in accordance with the relevant provisions set out elsewhere in the Award.

NOTE: The purpose of fixing the minimum wage at the amount set out above is to ensure to each adult worker a minimum wage for a week's work performed in ordinary time. The fixation of the minimum wage at the amount(s) mentioned does not give any reason for the change in Award rates of pay which are below or above the appropriate minimum wage.

**S2.7 Junior rates**

The following percentages of the rate for the appropriate adult classification, first year of adult service apply:

	%
At 15 years of age	42.5
At 16 years of age	52
At 17 years of age	63

Provided that a junior employee will receive at least 50% of the State Minimum Award Wage of \$786.70 per week as from the 1<sup>st</sup> pay period on or after 1 July 2021, or the rates set out above whichever is the higher (see clause S2.8).

**S2.8 State Minimum Award Wage**

S2.8.1 Subject to the exceptions provided in clause S2.8.3, as from the first pay period to commence on or after 1 July 2021, a full-time adult employee must be paid no less than the State Minimum Award Wage of \$786.70 per week or \$20.70 per hour for work performed in ordinary time. Adult casual employees must be paid no less than \$25.88 per hour for work performed in ordinary time.

S2.8.2 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>%</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

S2.8.3 The following categories of employees are not entitled to the State Minimum Award Wage as prescribed in clause S2.8.1:

- (a) Adult trainees undertaking a National Training Wage traineeship, subject to the terms of the traineeship.
- (b) Adult employees employed under Supported Wage Provisions in the Award.

## SCHEDULE 3 - SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2021 1<sup>st</sup> pp on or after

### CLAUSE S3.1 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:

**Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the **Supported Wage System** to perform assessments of an individual's productive capacity within the **Supported Wage System**.

**Assessment Instrument** means the form provided for under the **Supported Wage System** that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

**Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

### CLAUSE S3.2 ELIGIBILITY CRITERIA

- S3.2.1 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**.
- S3.2.2 This 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.
- S3.2.3 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.

### CLAUSE S3.3 SUPPORTED WAGE RATES

S3.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause S3.4)</i>	<i>% of prescribed Award rates</i>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S3.3.2 Provided that the minimum amount payable will not be less than \$93.40 per week.

S3.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

### CLAUSE S3.4 ASSESSMENT OF CAPACITY

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

- S3.4.1 the employer and a Union party to the Award, in consultation with the employee or, if desired by any of these;
- S3.4.2 the employer and an **accredited assessor** acceptable to the employee and the employee's advisers and to the employer.

### CLAUSE S3.5 LODGEMENT OF ASSESSMENT INSTRUMENT

- S3.5.1 All **assessment instruments** under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the employer with the Registrar of SAET.
- S3.5.2 All **assessment instruments** will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

### CLAUSE S3.6 REVIEW OF ASSESSMENT

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

**CLAUSE S3.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

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

**CLAUSE S3.8 WORKPLACE ADJUSTMENT**

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

**CLAUSE S3.9 TRIAL PERIOD**

- S3.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this 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.
- S3.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- S3.9.3 The minimum amount payable to the employee during the trial period will not be less than \$93.40 per week.
- S3.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.
- S3.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S3.4.

## SCHEDULE 4 - TRAINING WAGE ARRANGEMENTS

OPDATE 01:07:2021 1<sup>st</sup> pp on or after

### CLAUSE S4.1 TITLE

This Schedule shall be known as Local Government (Health Services) Award Training Wage Arrangements Schedule.

### CLAUSE S4.2 ARRANGEMENT

<i>Clause No.</i>	<i>Title</i>
S4.1	Title
S4.2	Arrangement
S4.3	Application
S4.4	Period of operation
S4.5	Definitions
S4.6	Training conditions
S4.7	Employment conditions
S4.8	Wages
S4.9	Disputes settling procedures
S4.10	Dispute settlement over traineeship schemes
Section A	Allocation of traineeships to Wage Levels
Section B	Traineeship schemes excluded from this Award

### CLAUSE S4.3 APPLICATION

S4.3.1 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.

S4.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

This Schedule only applies to AQF IV ***Traineeships*** when the AQF III ***Traineeship*** in the ***Training Package*** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this clause S4.3.2.

S4.3.3 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***.

S4.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

### CLAUSE S4.4 OPERATION

This Schedule shall operate from the first pay period commencing on or after 1 July 2021.

**CLAUSE S4.5 DEFINITIONS**

- S4.5.1 **Act** means the *Training and Skills Development Act 2008* or any successor legislation.
- S4.5.2 **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.
- S4.5.3 **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.
- S4.5.4 **T&SC** means the Training and Skills Commission under the **Act**.
- S4.5.5 **Award** means the Local Government (Health Services) Award.
- S4.5.6 **Commission** means the South Australian Employment Tribunal, acting as an industrial relations commission.
- S4.5.7 **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.
- S4.5.8 **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**.
- S4.5.9 **Training agreement** means a Contract of Training for a **traineeship** made between the employer and a **trainee**, which is registered with the **T&SC**.
- S4.5.10 **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.
- S4.5.11 **Training plan** means a programme of training which forms part of a **training agreement** registered with the **T&SC**.
- S4.5.12 **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**.
- S4.5.13 **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 S4.6 TRAINING CONDITIONS**

- S4.6.1 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**.

- S4.6.2 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.
- S4.6.3 The employer shall provide a level of supervision in accordance with the **Traineeship Agreement** during the **traineeship** period.
- S4.6.4 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 S4.7 EMPLOYMENT CONDITIONS

- S4.7.1 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 S4.7.9.
- S4.7.2 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.
- S4.7.3 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**.
- S4.7.4 The **trainee** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the **approved training**.
- S4.7.5 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.
- S4.7.6 **Trainees working overtime**
- S4.7.6.1 Reasonable overtime may be worked by the **trainee** provided that it does not affect the successful completion of the **approved training**.
- S4.7.6.2 No **trainee** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S4.7.6.3 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**.
- S4.7.6.4 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.



- S4.7.7 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.
- S4.7.8 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**.

- S4.7.9 A part-time trainee must be engaged as:

For a minimum of 24 hours per week where no off-the-job training is undertaken and;

For a minimum of 30 hours per week where off-the-job training is undertaken.

The minimum engagement provisions will be reviewed by the parties from time to time to assess the suitability of such hours being provided by employers to part-time trainees.

#### CLAUSE S4.8 WAGES

- S4.8.1 The weekly wage payable to full-time **Trainees** shall be provided in S4.8.4, S4.8.5 and S4.8.6 of this Schedule and in accordance with Clause S4.7 Employment Conditions. A part-time **trainee** must be paid one thirty-eighth (1/38<sup>th</sup>) of the weekly wage payable for a full-time **trainee**, for each hour of the **traineeship**.
- S4.8.2 These wage rates will only apply to **Trainees** while they are undertaking an **Approved Traineeship**, which includes **approved training** as defined in this Schedule.
- S4.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.
- S4.8.4 **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	279.00 (50%)	347.00 (33%)	
	323.00 (33%)	390.00 (25%)	
	355.00	390.00	467.00
Plus 1 year <b>out of school</b>	390.00	467.00	540.00
Plus 2 years <b>out of school</b>	467.00	540.00	631.00
Plus 3 years <b>out of school</b>	540.00	631.00	722.00
Plus 4 years <b>out of school</b>	631.00	722.00	
Plus 5 or more years	722.00		

**S4.8.5 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	279.00 (50%)	347.00 (33%)	
	323.00 (33%)	390.00 (25%)	
	355.00	390.00	451.00
Plus 1 year <b>out of school</b>	390.00	451.00	521.00
Plus 2 years <b>out of school</b>	451.00	521.00	608.00
Plus 3 years <b>out of school</b>	521.00	608.00	694.00
Plus 4 years <b>out of school</b>	608.00	694.00	
Plus 5 or more years	694.00		

**S4.8.6 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	279.00 (50%)	347.00 (33%)	
	323.00 (33%)	390.00 (25%)	
	355.00	390.00	451.00
Plus 1 year <b>out of school</b>	390.00	451.00	508.00
Plus 2 years <b>out of school</b>	451.00	508.00	569.00
Plus 3 years <b>out of school</b>	508.00	569.00	633.00
Plus 4 years <b>out of school</b>	569.00	633.00	
Plus 5 or more years	633.00		

**S4.8.7 Wage rates for Certificate IV Traineeships**

S4.8.7.1 **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.

S4.8.7.2 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	749.00	777.00
Wage Level B	720.00	747.00
Wage Level C	657.00	682.00

S4.8.8 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**.

S4.8.9 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.

S4.8.10 Section A sets out the Wage Level of a **Traineeship**.

- S4.8.11 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:
- S4.8.11.1 Include any period of schooling beyond **Year 10**, which was not part of nor contributed to a completed year of schooling;
  - S4.8.11.2 Include any period during which a **trainee** repeats in whole or part of a year of schooling beyond **Year 10**;
  - S4.8.11.3 Not include any period during a calendar year in which a year of schooling is completed; and
  - S4.8.11.4 Have effect on an anniversary date being January 1 in each year.
- S4.8.12 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.
- S4.8.13 A **trainee** who has completed the Personal Care Worker – Aged Care Traineeship and whose employment is continued will be classified as Level 3 (CL-3) 1<sup>st</sup> increment point.

Provided, that where a Personal Care Worker was employed by the employer prior to commencing an Aged Care Traineeship, the employee will be paid at their appropriate substantive rate of pay upon completion of such traineeship.

#### CLAUSE S4.9 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 S4.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

- S4.10.1 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.
- S4.10.2 The party shall:
- S4.10.2.1 Notify the relevant parties of an intention to dispute the particular **traineeship scheme**, identifying the scheme.
  - S4.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
  - S4.10.2.3 If agreement cannot be reached the matter may be referred to the **Commission** for conciliation.
  - S4.10.2.4 If agreement is not reached during conciliation then an application may be made to include the **traineeship scheme** in Section B.

**SECTION A****Allocation of Traineeships to Wage Levels****Part A, New Training Package Titles**

Wage Levels that apply to Certificates under Training Packages

**Wage Level A**

<i>Training Package</i>	<i>Certificate Level</i>
Administration	I
	II
	III
Assessment and Workplace Training	III
Beauty (National)	III
Black Coal	II
	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Oil Refining	III
Civil Construction	III
Community Services	II
	III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	III
Hospitality Industry	III
Information Technology	II
	III
Laboratory Operations	III
Local Government (Environmental Health & Regulation)	II
	III
Local Government (General Construction)	III
Local Government (Governance & Administration)	I
	II
	III
Local Government (Government)	II
	III
Manufactured Mineral Products	III
Metal and Engineering Industry	
- Engineering Production Certificate	III
- Technical Traineeship	III
Museum and Library/Information Services	II
	III
National Public Services	II
	III
Plastics, Rubber and Cable-making	III
Public Services	II
	III
Retail	III
Telecommunications	II
	III

<i>Training Package</i>	<i>Certificate Level</i>
Textiles, Clothing and Footwear	III
Tourism	I
	II
	III
Transport and Distribution	III
Water Industries (Utilities)	III
Wholesale Training	III

### Wage Level B

<i>Training Package</i>	<i>Certificate Level</i>
Aeroskills Industry	II
Asset Maintenance	II
	III
Asset Security	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing Film, TV, Radio and Multimedia	II
	III
Automotive Industry Retail Service and Repair	II
Beauty (National)	II
Caravan Industry	I
	II
	III
Civil Construction	I
	II
Entertainment Industry	I
	II
	III
Extractive Industry	II
	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
Gas Industry (Utilities)	II
Hospitality Industry	I
	II
Local Government (General Construction)	I
	II
Manufactured Mineral Products	I
	II
Metal and Engineering Industry	I
	II
National Community Recreation Industry	II
	III
National Fitness Industry	II
	III
National Outdoor Recreation Industry	II
	III

<i>Training Package</i>	<i>Certificate Level</i>
National Sport Industry	I
	II
	III
Plastics, Rubber and Cablemaking	I
	II
Public Safety	II
Printing and Graphic Arts	II
Pulp & Paper Manufacturing Industries	I
	II
Retail	II
Textile, Clothing and Footwear	I
	II
Transport and Distribution	I
	II
Veterinary Nursing	I
	II
	III
Water Industry (Utilities)	II
Wholesale Training	II

### Wage Level C

<i>Training Package</i>	<i>Certificate Level</i>
Agriculture	I
	II
	III
Horticulture	I
	II
	III
Music	I
	II
	III
Racing Industry	II
	III
Seafood Industry	I
	II
	III

### Part B, Old Traineeships Titles and Wage Levels

#### Wage Level A

Advanced Engineering Traineeship Level 3  
 Advanced Engineering - (A/B)  
 Arts Administration  
 AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project  
 Bakers Delight - Store Management  
 Bank Officer  
 Banking ATS  
 Basic Horticulture  
 Basic Horticulture - Local Government (Tas)  
 Building and Construction Administration Clerk  
 Certificate Vocational Studies Building and Construction Administration Assistant  
 Certificate III in Beauty  
 Certificate III in Care Support Services (Personal Assistant)  
 Certificate III in Care Support Services (Nursing Assistant)  
 Certificate III in Floristry

Certificate III in Nail Technology/Small Business  
Certificate III in Office Administration  
Certificate III in Retail Operations  
Child Care Worker  
Child Care (NSW)  
Child Care (Qld)  
Child Care (Tas)  
Child Care - Local Govt  
Clerical Processing (Health Practice)  
Communications - Cabling/Equipment Installation  
Communications - Customer Support Streams: Telemarketing; Communications Operator  
Construction Worker Grade 2, Fit Out & Finish  
Construction Worker Grade 2, Structures  
Dental Assistant  
Disability  
Education Industry Traineeships - all streams  
Electrical/Electronics Office Admin  
Health Ancillary Worker, Dental Assistant (Public Sector Only)  
Health Industry Office Skills  
Health Office Skills  
Home & Community Care  
Integration Aide Stream  
Language & Literacy Assistant Stream  
Library Aide (Education)  
Library Assistant  
Library Assistant Stream  
Literacy Support (Education)  
Local Government Maintenance & Construction (Tas)  
Marketing & Management (Cultural Industries)  
Media Journalism  
Medical Office Skills  
Medical Receptionist  
Municipal Administration/Local Government Office Library Assistant (Local Government)  
Municipal Works (Qld)/Local Government Works (NSW)  
Nursing - Division 2 (Enrolled Nurse)  
Office Support Stream  
Optical Dispensing  
Organising Works  
Patient Services Assistant (Public Sector Only)  
Personal Carer  
Real Estate - AVC Pilot  
Real Estate Office  
Residential Aged Care  
State Public Sector Clerical (All States)  
Therapy Assistant  
Tourism Traineeship - Streams  
Youth Worker

**Wage Level B**

Aluminium Fabrication  
Air Freight Forwarding  
Automotive Drafting  
Baking  
Certificate II in Floristry  
Certificate II in Make-up Artistry  
Certificate II in Nail Technology  
Certificate II in Retail Cosmetic Assistant  
Certificate in Food Processing (Rice) - Level 1  
Certificate in Food Processing (Rice) - Level 2  
Certificate in Pharmaceutical Manufacturing - Level 1

Certificate in Pharmaceutical Manufacturing - Level 2  
Certificate Vocational Studies - Electrical  
Certificate Vocational Studies - Municipal Maintenance (Vic, Tas)  
Certificate Vocational Studies - Municipal Works  
Certificate Level 2 Television Operations Techniques  
Chemical  
Clothing Production  
Communications Systems Installation  
Community Pharmacy (Operations) - Cert I in Retail  
Community Pharmacy (Operations) - Cert II in Retail  
Community Pharmacy (Operations - Marketing) - Cert III in Retail  
Community Pharmacy (Operations - Supervision) - Cert III in Retail  
Computer Assembly  
Concrete Worker  
Construction Worker Grade 1 - Fit Out & Finish  
Construction Worker Grade 1 - Structures  
Deckhands  
Electrical/Electronic Production CST  
Electrical/Electronic Production (non MIA)  
Electrical Wholesaling  
Electronics Auto Accessories  
Electronics Equipment  
Electronics Sales  
Electrotechnology Manufacturing  
Essential Services Operator  
Fast Food CST  
Fitness Instruction  
Food Preparation & Services CST  
Food Services (State PS)  
Forest Growing  
Forest Harvesting  
Furnishing Industry Sales (Product Knowledge)  
Furniture Production  
General & Commercial Waste Management/Resource Recovery  
Harvesting  
Heating & Cooling  
Industrial Blaster/Coater  
Lead Lighting  
Live Theatre (Technical) (APACA)  
Local Government Child Care  
Meat Preparation, Packaging & Sales  
Merchandising  
Millinery  
Municipal & General Waste Management  
Municipal Works (Vic, SA)  
National Meat Processing - Meat Retailing  
National Multimedia Industry  
Panel Products  
Pharmaceutical Manufacturing  
Plastics  
Pulp & Paper Making  
Pulp & Paper Processing  
Retail Operations Certificate 2  
Retail Waste Management  
Sales/Marketing  
Sawmilling & Processing  
Security System Installation  
Support Worker  
Survey Assistant  
Survey Technical Assistant  
Television & Video Production



Television Operations Techniques  
Television Operation Traineeship  
Textiles  
Timber Merchandising  
Vehicle Industry Certificate  
Vehicle Manufacturing (CST)  
Waste Management  
Waste Operation  
Water Management  
Wholesale Customer Services Sales Representative Traineeship

### **Wage Level C**

Aquaculture (Fin Fish & Shell Fish)  
Community Radio  
Community Radio Broadcasting Certificate 2  
Electro Communications  
Electro Trades  
Floristry  
Introductory Training Program - Fit Out & Finish  
Introductory Training Program - Structures  
Land Conservation & Restoration  
Municipal & General Waste Management  
Municipal & General Waste Management (Operations)  
Music Business  
Personal Carer - Assistant in Nursing/Personal Care worker  
Pulp & Paper CST  
Seafood Handling & Processing  
Stablehand/Track Rider  
Wardsperson

### **SECTION B**

#### **Traineeship schemes excluded from this Award**

Nil

## SCHEDULE 5 - DUTY EMPLOYEE

OPDATE 13:12:2005 on and from

### S5.1 **Definition**

**Duty employee** means an employee who provides a supervisory presence in a hostel operated by voluntary non-profit organisations when other staff are not in attendance. Employees engaged as duty employees may perform the following duties:

- (a) A brief hand over at the commencement of duty.
- (b) The ability to arrange assistance for residents for example, by making telephone calls.
- (c) The completion of an incident report.
- (d) A round to check on residents.
- (e) A brief hand over at the completion of the shift.

### S5.2 **Rate of pay of duty employee**

A **duty employee** will be paid at the rate set out in Schedule 6 per hour for all hours so worked, irrespective of what other or any hours worked in another classification. The rate will be inclusive of any allowances or penalty rates prescribed by the Award that might otherwise apply. Junior percentiles will not apply.

### S5.3 **Span of hours**

A **duty employee** may be engaged for up to a maximum of ten hours between the hours of 8.00 pm and 8.00 am the following day.

### S5.4 **No other duties to be performed**

If a **duty employee** is required to perform the duties of any classification under this Award, they cease to be a duty employee for the time so employed - see S5.6.

### S5.5 **Facilities to be provided**

A **duty employee** is entitled to the following facilities which will be provided at no cost to the employee:

- (a) A separate fully partitioned bedroom reasonably furnished including clean linen with adequate space for clothing, proper lighting, desk and chair.
- (b) Provision of toilet facilities.
- (c) Reasonable provisions for light food stuffs and beverages.

### S5.6 **Other duties**

An employee required to perform duties other than those set out in S.5.1 above ceases to be a **duty employee** for the time so employed. Such employee will be paid in accordance with the provisions of this Award for all time so worked, inclusive of penalty payments.

### S5.7 **Minimum engagement**

S5.7.1 A minimum engagement of one (1) hour will apply on each occasion that the employee is called to perform duties other than those set out in S5.1, except

S5.7.2 When a further call from a resident is responded to within an hour from the previous call, no further payment is due to the employee until that hour has expired.

Example 1

An employee is called to provide assistance to a resident at 11.30 pm. The attendance last for twenty minutes until 11.50 pm.

The employee is then called to provide assistance to a resident at 12.15 am. This attendance lasts 30 minutes until 12.45 am.

The employee is entitled to payment of one hour's wages in respect to the first attendance. The employee is entitled to payment of fifteen minutes for the second attendance, being the period from 12.30 am to 12.45 am.

Example 2

An employee is called to provide assistance to a resident at 11.30 pm. The attendance lasts for twenty minutes until 11.50 pm.

The employee is then called to attend a resident at 2.15 am for fifteen minutes to 2.30 am.

The employee is entitled to payment of the one hour minimum engagement in respect to each call-out, a total of two hour's wages.

NB: The wage rate paid to the employee is the employee's substantive classification rate inclusive of any penalties. If the employee's only hours are hours worked when rostered as a duty employee, the rate of pay for attending residents will be determined by reference to the actual duties performed.

**SCHEDULE 6 – ALLOWANCES**

OPDATE 01:07:2021 1<sup>st</sup> pp on or after

NOTE: The allowances in this Schedule operated from the dates shown.

<i>Clause no.</i>	<i>Description</i>	<i>Amount</i>		<i>Operative date</i>
5.4.1.1	On-call allowance – Monday-Friday	\$10.71		01:07:2021 1st pp on or after
5.4.1.2	On-call allowance – Saturday, Sunday, Public Holiday	\$23.56		01:07:2021 1st pp on or after
5.4.2.1	Uniform allowance – full-time employees	\$4.90	Per week	29:07:2009 1st pp on or after
5.4.2.1	Uniform allowance – part-time and casual employees	\$0.13	Per hour	29:07:2009 1st pp on or after
5.4.3.1	Board and lodging – full	\$47.70	Per week	09:07:2004 1st pp on or after
5.4.3.2	Lodging only	\$25.10	Per week	09:07:2004 1st pp on or after
5.4.3.3	Employer provided meals – lunch and dinner	\$4.50	Per main course	09:07:2004 1st pp on or after
5.4.3.3	Employer provided meals – lunch and dinner	\$0.80	For soup	09:07:2004 1st pp on or after
5.4.3.3	Employer provided meals – lunch and dinner	\$1.50	For sweets	09:07:2004 1st pp on or after
5.4.3.3	Employer provided meals – breakfast	\$3.20	Per meal	09:07:2004 1st pp on or after
5.4.4.1	Meal allowance	\$12.15		29:07:2009 1 <sup>st</sup> pp on or after
5.4.5.1	First aid allowance – full-time employees	\$14.80	Per week	01:07:2021 1st pp on or after
5.4.5.1	First aid allowance – part-time employees	\$0.40	Per hour	01:07:2021 1st pp on or after
6.2.2.1	Meal break allowance – Monday-Friday	\$12.52	Per half hour	01:07:2021 1st pp on or after
6.2.2.2	Meal break allowance – Saturday, Sunday and Public Holidays	\$16.40	Per half hour	01:07:2021 1st pp on or after
6.4.6.5	Broken shift fares allowance	\$3.40	For the 2 <sup>nd</sup> portion of the broken shift	30:10:1998 on and from
8.1.1	Vehicle allowance	\$0.55	Per km	01:04:2008 1 <sup>st</sup> pp on or after
5.9, S5	Duty employee rate of pay	\$10.88	Per hour	01:07:2021 1st pp on or after

**APPLICATIONS FILED**

<i>Case No</i>	<i>Description of Document</i>
<b>5261/2010</b>	AWARD REVIEW S99 Award varied. Cl. 1.1 Title changed FROM Health Services Employees Award TO Local Government (Health Services) Award; Cl. 1.3 Scope, Persons Bound & Locality (retitled as Scope & Parties Bound); Cl. 1.6 Definitions; Cl. 5.8 Superannuation; Sch. 4 Training Wage Arrangements. Oupdate 04/05/2011.
<b>4367/2011</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2011. Oupdate ppc 01/10/2011.
<b>5885/2011</b>	AWARD VARIATION Award varied. Cl. 4.2.4 Casual Employment re Casual Loading Case. Oupdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
<b>2672/2012</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2012. Oupdate ppc 01/07/2012.
<b>3045/2013</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2013. Oupdate ppc 01/07/2013.
<b>4286/2014</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2014. Oupdate ppc 01/07/2014.
<b>6424/2015</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2015. Oupdate ppc 01/07/2015.
<b>3214/2016</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2016. Oupdate ppc 01/07/2016.
<b>3353/2017</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2017. Oupdate ppc 01/07/2017.
<b>4388/2018</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2018. Oupdate ppc 01/07/2018.
<b>ET-19-01422</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2019. Oupdate ppc 01/07/2019.

<i>Case No</i>	<i>Description of Document</i>
<b>0504/2019</b>	S99 REVIEW OF AWARD Various clauses varied. New Cl. 7.8 Leave to deal with family and domestic violence. Whole award re-issued. Oupdate 06/11/2019.
<b>ET-21-05522</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2020 (wages). Oupdate ppc 01/07/2020.
<b>ET-21-05522</b>	AWARD VARIATION Award varied. Sch. 6 Allowances re SWC 2020 (allowances). Oupdate ppc 01/07/2020.
<b>ET-22-00821</b>	AWARD VARIATION Award varied. Cl. 5.10 Safety Net Adjustments, Cl. 5.11 Economic Incapacity Applications, Sch. 2 Wage Rates, Sch. 3 Supported Wage Provisions, Sch. 4 Training Wage Arrangements, Sch. 6 Allowances re SWC 2021. Oupdate ppc 01/07/2021.