



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 THE AWARD

OPDATE: 26:11:2002 on and from

Clause 1.1 Title

OPDATE: 26:11:2002 on and from

This award is known as the "School Services Officers (Government Schools) Award".

Clause 1.2 Arrangement

OPDATE 19:05:2008 on and from

1.2.1 By Part

SUBJECT MATTER CLAUSE NUMBER

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Clause 1.3 Scope, Persons Bound and Locality

OPDATE: 01:10:2019 on and from

1.3.1 This Award applies to the occupations of all persons employed as non teaching staff in schools established and maintained by the **Minister** pursuant to section 35 of the *Education and Children's Services Act 2019* (as amended) (whether such staff have been or will be appointed under the *Public Sector Act 2009*).

1.3.2 This Award does not apply to persons employed as caretakers, cleaners and leading cleaners, grounds attendants and agricultural grounds attendants, collators, offset printer operators, farm hands (except at Urrbrae Agricultural High School), farm supervisors, gardeners, storepersons/handypersons, general hands and leading general hands and Aboriginal Education Workers.

1.3.3 This Award is binding upon all persons engaged in the industry referred to in subclause 1.3.1 of this Award whether as employers or employees and whether members of an association or not.

1.3.4 This Award is not binding in respect of persons employed under the *Public Sector Act 2009*, with the exception of former school assistants employed under this Act.

1.3.5 This Award applies throughout the State of South Australia.

Clause 1.4 Duration

OPDATE: 26:11:2002 on and from

This Award as varied by Section 99 Review shall operate on and from 26 November 2002 and will continue in force unless amended, rescinded or replaced.

Clause 1.5 Definitions

OPDATE 01:10:2019 on and from

Act means the *Fair Work Act 1994*.

Casual employee means a person employed for a specified short term period and for less than 15 hours per week and/or two school terms or less.

Chief Executive means the Chief Executive, Department for Education.

Commissioner's means the Commissioner for Public Employment.

Employee means a person classified as a School Services Officer Level 1, School Services Officer Level 2, School Services Officer Level 3, School Services Officer Level 4, School Services Officer Level 5 and School Services Officer Level 6.

Employer means the Chief Executive, Department of Treasury and Finance.

Full-time employee means an employee who is normally required to work 37.5 hours per week for a total period or periods of not less than 41 weeks in any calendar year.

Minister has the same meaning as is given to that word in the *Education Act and Children's Services Act 2019* (as amended).

Part-time employee means an employee who is required regularly to work for less than 37.5 hours per week regardless of the period or periods per annum worked or who is normally required to work 37.5 hours per week for a total period or periods of less than 41 weeks in any calendar year, provided that they are engaged for more than two school terms.

Principal has the same meaning as is given to that word in the *Education and Children's Services Act 2019* (as amended).

Responsible officer means the Chief Executive, Department for Education or their delegate.

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.

Temporary employee means a person employed for a specific purpose of limited duration provided that they are engaged for more than two school terms and at least 15 hours per week.

Tribunal means the South Australian Employment Tribunal.

Working day means the designated weekly hours of work divided by five.

Clause 1.6 Reserved Matters

OPDATE: 26:11:2002 on and from

- Emergency Callouts
- Training

PART 2 - AWARD FLEXIBILITY

OPDATE: 26:11:2002 on and from

Clause 2.1 Enterprise Flexibility Provision

OPDATE: 01:10:2019 on and from

2.1.1 In this clause a **Relevant Association** means an organisation of employees that:

2.1.1.1 has an interest in this Award; and

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

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

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

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

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

2.1.5 Where agreement is reached at a workplace through such consultative mechanisms and procedures, and where giving effect to such procedures requires this Award, as it applies at the workplace, to be varied, an application to vary will be made to the **Tribunal**. The agreement will be made available in writing, to all employees at the workplace and to the associations having 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 will become a schedule to this Award and the variation will take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

2.1.7 The agreement must meet the following requirements:

2.1.7.1 that the purpose of the agreement is to make the 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 is consistent with the requirements of Section 79 of the **Act**.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

OPDATE: 26:11:2002 on and from

Clause 3.1 Grievance and Dispute Settling Procedures

OPDATE 01:10:2019 on and from

For the purpose of this clause *employee representative* means a person that is not a union representative or union official and who is representing an employee in this procedure.

- 3.1 Any grievance, industrial dispute or matter likely to create a dispute should be dealt with in the following manner:
- 3.1.1 The respective parties are obliged to make every effort to ensure that these procedures operate effectively.
 - 3.1.2 Unions and the Department should inform each other, in writing, of the names of their duly accredited representative responsible, in the first instance, for matters arising on the job. The union's appointed job representative(s) will be entitled to represent union members employed by the Department. The Department's representative(s) will be responsible for dealing with matters raised by the union's job representative(s).
 - 3.1.3 If the employee is not a member of a union or is a member of a union and does not wish the union to represent them they are entitled to have a representative of their choice act on their behalf, providing the nominated representative agrees to provide representation.
 - 3.1.4 The appointed representative(s) will make themselves available for consultation as required under these procedures.
 - 3.1.5 The union's representative(s) or *employee representative* should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
 - 3.1.6 If the matter is not resolved at this level the union's representative(s) or *employee representative* should ask that it be referred to the Department's representative nominated above, who will then arrange a conference to discuss the matter.
 - 3.1.7 The consultation process referred to above will be commenced within 24 hours of the grievance, dispute or likely dispute having been registered, or such longer period or shorter as may be agreed to by the parties.
 - 3.1.8 If the matter is not resolved at the conference referred to above, the union's representative(s) will advise the appropriate official of the union of the issue and a conference will be arranged. If the aggrieved employee is not being represented by a union then they or their representative should arrange the conference. The conference must be attended by the official(s) and the union job representative concerned (provided that the Union so decides), or the employee concerned and their representative and by the designated Departmental representatives, which may include a representative of the Chief Executive, Department of Treasury and Finance (if the Department so decides).
 - 3.1.9 If the matter cannot be resolved employing the above procedures, the Department and the union or the employee and their representative should enter into consultation at a higher level, as the parties consider appropriate. At this level of consultation a representative of the Chief Executive, Department of Treasury and Finance must be involved.
 - 3.1.10 After consultation has occurred between the parties in accordance with these procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed to by the parties.
 - 3.1.11 If the matter is not resolved in accordance with these procedures either party may refer the matter to the *Tribunal*.
 - 3.1.12 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. A "status quo basis" will mean the work situation in place at the time the matter was first raised in accordance with these procedures.
 - 3.1.13 If there is undue delay on the part of any party to the matter, the party complaining of the delay may take the matter to a higher level in the dispute process.
 - 3.1.14 In the event of a party failing to observe these procedures the other party may take such reasonable steps as are considered necessary to resolve the matter.

- 3.1.15 These procedures will not restrict the Department, or its representative(s), or a duly authorised official of the union or the employee or their representative from making representations to each other.

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

OPDATE: 26:11:2002 on and from

Clause 4.1 Anti-Discrimination

OPDATE: 01:10:2019 on and from

4.1.1 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, gender identity, age, physical or mental disability, marital status, family responsibilities, religion, political opinion, national extraction or social origin.

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

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

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

4.1.3.2 an employee, employer or registered organisation pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Australian Human Rights Commission;

Clause 4.2 Contract of Employment

OPDATE: 26:11:2002 on and from

4.2.1 Each employee will be engaged either as a *full-time employee* or a *part-time employee* or a *temporary employee* or a *casual employee* to work a stipulated number of ordinary hours per week and weeks per year. The basis of engagement will not be altered except by mutual agreement between the employer and the employee.

4.2.2 The contract of hiring of employees bound by this Award (excluding *casual employees*) will, in the absence of a written agreement to the contrary, be deemed to be a hiring by the fortnight and salary will accrue from day to day.

Clause 4.3 Direction of Employees

OPDATE: 26:11:2002 on and from

4.3.1. A *responsible officer* may direct an employee to carry out any duties that are within the limits of the employee's skill, competence and training provided that the duties are not designed to promote deskilling.

4.3.2 A *responsible officer* may direct an employee to carry out duties and use necessary equipment provided that the employee has been properly trained in the use of the equipment.

4.3.3 Any direction issued by a *responsible officer* pursuant to subclause 4.3.1 and 4.3.2 of this clause will be consistent with the *responsible officer's* responsibilities to provide a safe and healthy working environment.

Clause 4.4 Transfer Provisions

OPDATE: 01:10:2019 on and from

Transfer Provisions

An employee may apply to transfer or be required to transfer from the school or any other place at which the employee is employed. The transfers will be effected in accordance with the procedures and conditions outlined in the "School Services Officers Transfer Scheme" as agreed to by the parties bound by this Award and as published in the Procedure for the Recruitment and Selection of Ancillary Staff in Schools and Preschools (or its successor) from time to time.

Clause 4.5 Termination of Employment

OPDATE: 26:11:2002 on and from

4.5.1 Notice of termination by Employer

4.5.1.1 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
Less than 1 year	1 week
1 year & less than 3 years	2 weeks
3 years & less than 5 years	3 weeks
5 years & over	4 weeks

4.5.1.2 In addition to the notice in 4.5.1.1, 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.

4.5.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.5.1.1 and/or 4.5.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

4.5.1.4 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.

4.5.1.5 The period of notice in this clause does not apply in the case of:

1. dismissal for conduct that at common law justifies instant dismissal;
2. *casual employees*;
3. employees engaged for a specific period of time; or
4. for a specific task or tasks.

4.5.2 Time Off During Notice Period

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

4.5.3 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.

4.5.4 Payment in Lieu

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

4.5.5 Notice of Termination by Employee

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

Period of Continuous Service	Period of Notice
Less than one year	1 week
One year and over	2 weeks

Clause 4.6 Vacancies Less Than 15 Hours

OPDATE: 01:10:2019 on and from

4.6.1 *Part-time employees* excluding *temporary employees*, within a school will be offered additional hours in the first instance where vacancies of less than 15 hours per week occur in that school.

4.6.2 If the above fails to fill the vacancy, the additional hours will then be offered to the *part-time employees* excluding *temporary employees* in nearby schools.

4.6.3 The offering of the additional hours will be effected in accordance with the procedure as agreed to by the parties bound by this Award and as published in the Procedure for the Recruitment and Selection of Ancillary Staff in Schools and Preschools from time to time.

PART 5 - SALARIES AND RELATED MATTERS

OPDATE: 26:11:2002 on and from

Clause 5.1 Classification of Employees

OPDATE: 01:10:2019 on and from

5.1.1 In this clause the following definitions will apply:

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

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

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

5.1.1.4 **Broad Direction** - Employees working under **broad direction** undertake a range of functions, in response to instructions that are essentially in the form of broadly stated objectives, which require extensive experience and/or professional experience and the application of initiative and judgment to achieve the stated objectives.

5.1.2 The **responsible officer** will, upon initial engagement of any employee, and having regard to the nature and range of duties proposed to be assigned to the employee, properly classify the employee within one of the classifications following, namely -

School Services Officer Level 1

School Services Officer Level 2

School Services Officer Level 3

School Services Officer Level 4

School Services Officer Level 5

School Services Officer Level 6

5.1.3 Any employee who has served in a classification lower than that of School Services Officer Level 6 for not less than one completed school calendar year and is regularly called upon to perform a substantial volume of duties of the nature of those appropriate to a higher classification will be entitled to and will be reclassified by the **responsible officer** to such higher classification during such period as that employee continues to be so called upon. However an employee who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to the provisions of clause 5.6 of this award. Reclassification under this paragraph will not be dependent upon organisational vacancies but will be subject to the approval of the **responsible officer** who is satisfied that the work value of the duties being undertaken justifies such reclassification. Upon reclassification an employee will be placed upon an incremental step in the salary range appropriate to the new classification which attracts a salary not less than the salary paid to the employee immediately prior to reclassification.

5.1.4 Nothing in this clause is to be read or construed as limiting or affecting the right of the **responsible officer** reasonably to require an employee of any classification at any time, or from time to time, to perform duties appropriate to any other classification referred to in this clause, whether or not the duties are those normally attached to a higher or lower classification, or any other duties associated with the conduct of a school not specifically referred to.

5.1.5 Work Level Definitions**SCHOOL SERVICES OFFICER CLASSIFICATION STRUCTURE**

The following responsibilities are generally characteristic of the levels of work undertaken by School Services Officers.

The Work Level definitions form one part of the total classification criteria package for the School Services Officers (Government Schools) Award. In classifying positions regard must also be had to Position Information Documents contained in the Classification Standards published by the **Chief Executive**, and as varied from time to time.

5.1.5.1 School Services Officer - Level 1

Employees at this level work under **close direction** with limited requirement for exercising initiative, discretion and judgement in the provision of support to school based administrative and education programs. Typically, employees are responsible for routine clerical and/or keyboard related work and/or basic para-professional support in classrooms, laboratories or resource/computing centres.

It is expected at this level employees will develop a range of skills and knowledge including written and numeric skills, practical equipment skills (eg keyboard), interpersonal and other work skills.

As an employee develops more experience and knowledge they may be required to exercise greater judgement, make decisions and solve minor problems in their allotted duties. This is confined by instructions, established practices and procedures or written guidelines.

5.1.5.2 School Services Officer - Level 2

Employees at this level work under **general direction** with a requirement for exercising initiative, discretion and judgement in achieving clearly defined outcomes in respect of school based administrative and education programs. Work undertaken will be of a more responsible nature in terms of scope and complexity than that required at SSO-1. Typically, employees are responsible for a discrete component of the school administrative function or para-professional work in classrooms, laboratories and resource/computing centres requiring demonstrated expertise and the acceptance of personal responsibility.

At this level employees will have acquired administrative related skills and techniques and/or appropriate para-professional skills and a knowledge of relevant principles and practices normally gained through previous experience and on-the-job training.

While employees at this level are not responsible for the direct line supervision (that is direct reporting relationships between *employees*) of other employees, the allocation and monitoring of work performed and the provision of on-the-job training may be features of this level.

5.1.5.3 School Services Officer - Level 3

Employees at this level work under **general direction** with a requirement for exercising initiative, discretion and judgement in the day to day management and coordination of the school administrative function or support to educational programs. Typically, employees are responsible for the management of administrative and other support programs for a school or the management and coordination of one or more para-professional functions within a school.

At this level employees will have proven administrative related skills or a high level of para-professional skills and knowledge gained through previous experience, on-the-job training and/or post secondary education.

The direct line supervision of other employees may be a feature of this level.

5.1.5.4 School Services Officer - Level 4

Employees at this level working under **limited direction** exercise considerable initiative, discretion and judgement in the day to day management and coordination of a large and/or complex school administrative function or support to significant education programs. Typically, employees are responsible for the management of large and/or complex administrative and other support programs for a school or for the management and coordination of para-professional and other support functions to a cluster/number of schools.

At this level employees will have proven administrative skills including the contribution of critical knowledge and judgement to the management of complex school operations or a very high level of para-professional skills and knowledge gained through previous experience, on-the-job training and/or post secondary education.

The direct line of supervision of other *employees* may be a feature of this level.

5.1.5.5 School Services Officer - Level 5

Employees at this level work under limited direction and are identified as being responsible for the management of and the provision of leadership for complex administrative/finance functions or programs in the school/s, contributing critical knowledge and judgement to the leadership and management of the administrative/finance functions and activities undertaken as part of the school(s) strategic plan and associated local policies.

Typically employees will demonstrate experience and competence in the provision of leadership in a complex school administrative and financial environment. Important features include the level of responsibility for decision-making; the exercise of independent operation, judgement and delegated authority; the provision of leadership, high level advice, consultation and assistance relevant to the administrative and finance functions in a large and/or complex school or cluster of schools.

At this level employees will have a proven high level of administrative skills gained through previous experience and/or post secondary education and/or accredited training.

Direct line supervision of other non teaching employees may be a feature of this level.

5.1.5.6 School Services Officer - Level 6

Employees at this level work under ***broad direction*** and are identified as being responsible for the development and control or coordination of complex projects and/or programmes within a school or cluster of schools. This may include implementation and evaluation of particular projects and/or programmes.

At this level employees may be responsible under broad direction for the management of and provision of leadership for complex administrative/finance/business functions or programmes in the school or cluster of schools, at a level that requires contributing high level knowledge and judgement to the leadership and management of the administrative/finance functions and activities undertaken as part of the school(s) strategic plan and associated local policies.

Employees at this level will require significant levels of knowledge, which may include professional expertise or qualifications, and will require demonstrated experience and competence in the provision of leadership in a complex school administrative and financial/business environment.

The scope of the position may influence state, regional, cluster or school operations and will require:

- A significant level of responsibility and decision making, the exercise of independent judgment, independent operation and delegated authority; and
- The provision of leadership, high level and expert or professional advice, consultation and assistance relevant to the administrative and finance/business functions, projects or programmes in a large and/or complex school or cluster of schools; and
- Policy advice.

At this level employees will have a proven high level of administrative business or finance skills gained through previous experience and/or post secondary education and/or accredited training.

Direct line supervision of non-teaching employees may be a feature of this level.

5.1.6 Any dispute arising as to the proper classification of an employee on appointment or the right of an employee to reclassification under this clause will be heard and determined by the Grievance and Dispute Settling Procedures detailed in clause 3.1 of this Award.

Clause 5.2 Salaries

OPDATE: 26:11:2002 on and from
See Schedule 1 of this award.

Clause 5.3 Higher Duties

OPDATE: 26:11:2002 on and from

The *responsible officer* may direct that an employee perform temporarily duties applicable to a classification higher than that of the employee. Where an employee performs the duties for more than one week and those duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification that employee will be paid a salary at the rate applicable to the higher classification for the whole period during which the duties are performed.

Clause 5.4 Working Outside of Ordinary Hours

OPDATE: 26:11:2002 on and from

5.4.1 If an employee working according to roster is rostered for work by agreement before 7.00 a.m. or after 6.00 p.m. Monday to Friday or on a Saturday or Sunday, that employee will, in respect of time worked before 7.00 a.m. or after 6.00 p.m. Monday to Friday or on a Saturday or Sunday be paid an additional 15 per cent loading on salary. For the purpose of calculating this loading, the salary of a *part-time* or *temporary employee* will mean the rate prescribed by clause 5.6.1 or clause 5.6.2 of this award reduced according to the following formula-

Part-time and *temporary employee* salary as prescribed by clause 5.6.1 or clause 5.6.2 multiplied by 1/1.16

5.4.2 The salary of a *casual employee* will mean the rate prescribed by clause 5.6.3 of this award reduced according to the following formula:

Casual employee salary prescribed by clause 5.6.3 multiplied by 1/1.2

Clause 5.5 Incremental Steps

OPDATE: 26:11:2002 on and from

An employee is entitled to progress to the next higher incremental step in the salary scale applicable to the employee on the anniversary of the appointment of the employee to the classification held by that employee subject to the provisions of clause 7.4 of this award.

Clause 5.6 Payment of Employees

OPDATE 01:10:2019 on and from

5.6.1 Part-Time Employees

A *part-time employee* will be paid fortnightly at an hourly rate computed in accordance with the following formula:

<i>Full-time employee</i> salary appropriate to classification as prescribed by clause 5.1	x	$\frac{6}{313}$	x	$\frac{116}{100}$	x	$\frac{1}{37.5}$
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5.6.2 Temporary Employees

A *temporary employee* will be paid fortnightly at an hourly rate computed in accordance with the following formula.

<i>Full-time employee</i> salary appropriate to classification as prescribed by clause 5.1	x	$\frac{6}{313}$	x	$\frac{116}{100}$	x	$\frac{1}{37.5}$
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5.6.3 Casual employees

5.6.3.1 A *casual employee* will be paid fortnightly at an hourly rate for actual hours worked in accordance with the following formula.

$$\begin{array}{l} \text{Full-time employee salary} \\ \text{appropriate to classification} \\ \text{as prescribed by clause 5.1} \end{array} \quad \times \quad \frac{6}{313} \quad \times \quad \frac{125}{100} \quad \times \quad \frac{1}{37.5}$$

5.6.3.2 A *casual employee* will be paid a loading calculated in accordance with clause 5.6.3.1 in lieu of most leave provisions and to compensate for the casual nature of their employment.

5.6.3.3 A *casual employee* will not be paid for public holidays not worked.

5.6.4 Full-time Employees

Refer to Schedule 1 of this Award.

Clause 5.7 Minimum Remuneration Standard

OPDATE 19:05:2008 on and from
Deleted

Clause 5.8 Safety Net Adjustments

OPDATE 01:07:2021 1st 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 5.9 Economic Incapacity Applications

OPDATE 01:07:2021 1st pp on or after

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

OPDATE: 26:11:2002 on and from

Clause 6.1 Hours of Work

OPDATE: 26:11:2002 on and from

The ordinary hours of work for an employee are not to exceed 37 1/2 per week or alternatively are not to exceed an average of 37 1/2 per week according to roster. In either case the ordinary hours will be worked between the hours of 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive (exclusive of public holidays) unless the Principal/Line Manager and the employee expressly agree to the contrary.

Clause 6.2 Meal Breaks

OPDATE: 26:11:2002 on and from

An employee will not work more than five hours in any one day without being allowed a meal break of not less than 30 minutes nor more than one hour to be taken not more than five hours after commencement of work on that day. The meal break is not counted as time worked.

Clause 6.3 Overtime/Time Bank

OPDATE 01:10:2019 on and from

6.3.1 A **full-time employee** who is required to work hours in excess of 37 1/2 per week is subject to the relevant provisions of the *Public Sector Act 2009* and Regulations (as amended), *Commissioner's* Determinations and *Commissioner's* Guidelines issued from time to time by the employer provided that no payment will be made without prior approval of a **responsible officer**.

6.3.2 A **temporary employee** whose ordinary or average ordinary hours are 37 1/2 per week who is required to work hours beyond the limits of ordinary hours is subject to the relevant provisions of the *Public Sector Act 2009* and Regulations (as amended), *Commissioner's* Determinations and *Commissioner's* Guidelines issued from time to time by the employer. Any payment made by virtue of this subclause will be at the appropriate rate prescribed by clause 5.6.2 of this Award reduced by multiplying the rate by 1/1.16, provided that no payment will be made without prior approval of a **responsible officer**.

6.3.3 An employee whose ordinary hours are less than 37 1/2 per week and who is required by the Principal/Line Manager, with the agreement of the employee to work beyond the limits of their ordinary hours, will be granted time off equivalent to the additional hours worked without loss of pay. The time off is to be taken as soon as practicable after the working of the additional hours at a time convenient to the school or place of employment and the employee concerned; provided that:

- 6.3.3.1 the time bank accrual period will be from day 1 term 4 to the last day of term 3 the following year. A zero balance of time credits will exist at the end of term 3;
- 6.3.3.2 time bank credits cannot be transferred from the school campus at which they were accrued at unless the employee is transferred at departmental convenience;
- 6.3.3.3 employees will be permitted to use those accrued hours to compensate for any restriction of working time caused by a public holiday or public holidays provided that the total number of hours used from the time bank does not exceed the normal total hours which would have been worked had the public holiday or holidays not occurred.

NOTE: Refer to Clause 7.3 Public Holidays.

Clause 6.4 Minimum Hours of Engagement

OPDATE 01:10:2019 on and from

6.4.1 An **employee** will be engaged for a minimum shift period of three hours, unless otherwise expressly agreed between the **employer** and the **employee**.

6.4.2 An **employee** will not be required to work two or more shift periods in any one day unless agreed by the **employee**.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE: 26:11:2002 on and from

Clause 7.1 Recreation Leave

OPDATE 01:10:2019 on and from

7.1.1 Recreation leave entitlements for *full-time employees* will be in accordance with the *Public Sector Act 2009* and Regulations (as amended), *Commissioner's* Determinations and *Commissioner's* Guidelines issued from time to time by the employer provided that employees working less than 52 weeks a year will receive pro rata entitlements.

7.1.2 A *full-time employee* who has accumulated recreation leave entitlement in accordance with this subclause and subsequently becomes a *part-time employee* will be paid the monetary equivalent of the entitlement in a lump sum.

7.1.3 A *part-time employee*, a *temporary employee* and a *casual employee* are not entitled to recreation leave.

7.1.4 *Full-time employees* will receive recreation leave loading in accordance with the Public Service (Recreation Leave Loading) Award.

Clause 7.2 Personal Leave – Injury and Sickness

OPDATE 01:10:2019 on and from

7.2.1 Entitlement to Personal Leave

7.2.1.1 Personal leave (previously known as sick leave) entitlements for *full-time* and *part-time employees* will be in accordance with the sick leave provisions in the *Public Sector Act 2009* and Regulations (as amended), *Commissioner's* Determinations and *Commissioner's* Guidelines issued from time to time by the employer. *Full-time* and *part-time* employees working less than 52 weeks a year will receive pro rata entitlements.

7.2.1.2 *Casual employees* are not entitled to personal leave.

Clause 7.3 Public Holidays

OPDATE 01:10:2019 on and from

7.3.1 Entitlement to payment for public holidays for *full-time employees* will be in accordance with the *Public Sector Act 2009* and Regulations (as amended), *Commissioner's* Determinations and *Commissioner's* Guidelines issued from time to time by the employer.

7.3.2 A *part-time* or *temporary employee* is not entitled to be paid in respect of public holidays. However, these employees will be permitted to work additional hours, accrue those hours in time bank as described in clause 6.2.3 of this Award and use those accrued hours to compensate for any restriction of working time caused by a public holiday or public holidays. The total number of hours used from the time bank is not to exceed the normal total hours which would normally have been worked had the public holiday or public holidays not occurred.

Clause 7.4 Leave Without Pay

OPDATE: 26:11:2002 on and from

The *responsible officer* may grant leave without pay to the employee as may be mutually agreed between the parties. This is provided that no period of approved leave without pay of one month or more in a continuous period taken during ordinary school term time is to count as service for incremental purposes.

Clause 7.5 Special Leave With Pay

OPDATE 01:10:2019 on and from

The *responsible officer* has the right to grant special leave with pay to an employee in accordance with the *Public Sector Act 2009* and Regulations (as amended), *Commissioner's* Determinations and *Commissioner's* Guidelines issued from time to time by the employer.

Clause 7.6 Personal Leave to Care for a Family Member

OPDATE 24:03:2006 on and from

7.6.1 Definitions

- 7.6.1.1 *Personal leave (previously known as family carer's leave) to care for a family member* means leave provided in accordance with this clause.
- 7.6.1.2 *Family* - the following are to be regarded as members of a person's family:
- (a) a *spouse*;
 - (b) a child or step child;
 - (c) a parent or parent in-law;
 - (d) any other member of the person's household;
 - (e) a grandparent or grandchild;
 - (f) any other person who is dependent on the person's care.
- 7.6.1.3 *Personal leave* means leave provided for in accordance with clause 7.2.

7.6.2 Paid Personal Leave to Care for a Family Member

- 7.6.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's *family* who need the employee's care and support:
- (a) due to personal injury; or
 - (b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,
- is entitled to up to 10 days or 75 hours in any completed year of *continuous service* (pro rata for *part-time employees*) to provide care and support for such persons when they are ill.
- 7.6.2.2 By agreement between the *Responsible Officer* and an individual employee, the employee may access an additional amount of their accrued *personal leave* for the purposes set out in this clause. In such circumstances, the *Responsible Officer* and the employee shall agree upon the additional amount that may be accessed.
- 7.6.2.3 The entitlement to use *personal leave to care for a family member* is subject to the employee being responsible for the care of the person concerned.
- 7.6.2.4 The employee must, if required by the *Responsible Officer*, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 7.6.2.5 In normal circumstances an employee must not take *personal leave to care for a family member* where another person has taken leave to care for the same person.
- 7.6.2.6 The employee must, where practicable, give the *Responsible Officer* notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the *Responsible Officer* by telephone of such absence at the first opportunity on the day of the absence.
- 7.6.2.7 The amount of *personal leave to care for a family member* taken is to be deducted from the amount of the employees *personal leave* credit.

7.6.3 Unpaid Personal Leave to Care for a Family Member

- 7.6.3.1 Where an employee has exhausted all paid *personal leave* entitlements, an employee may elect, with the consent of the *Responsible Officer*, to take unpaid leave for the purpose of providing care to a *family* member who is ill or who requires care due to an unexpected emergency.
- 7.6.3.2 The *Responsible Officer* and the employee shall agree upon the period of unpaid *personal leave to care for a family member* which may be taken.

- 7.6.3.3 In absence of the agreement between the **Responsible Officer** and the employee, the employee is entitled to take up to two days (of a maximum of 15 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

7.6.4 Single Day Absences

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

7.6.5 Casual Employees Caring Responsibilities

- 7.6.5.1 Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in 7.6 and 7.7, casuals are entitled to not be available to attend work, or to leave work:

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

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

- (a) the period agreed upon between the **Responsible Officer** and the employee; or
- (b) up to 48 hours (or 2 days) per occasion.

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

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

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

Clause 7.7 Bereavement Leave

OPDATE 24:03:2006 on and from

7.7.1 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 **Responsible Officer**, if requested.

7.7.2 Unpaid Entitlement to Leave

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

Clause 7.8 Parental Leave

OPDATE 01:10:2019 on and from

7.8.1 Definitions

In this clause, unless the contrary intention appears:

- 7.8.1.1 **Adoption** includes the placement of a **child** with a person in anticipation of, or for the purposes of, adoption.
- 7.8.1.2 **Adoption leave** means adoption leave provided under 7.8.3.4.
- 7.8.1.3 **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.
- 7.8.1.4 **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.
- 7.8.1.5 **Extended adoption leave** means **adoption leave** provided under 7.8.3.4(b).
- 7.8.1.6 **Extended partner leave** means **partner leave** provided under 7.8.3.3(b).
- 7.8.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 7.8.1.8 **Maternity leave** means maternity leave provided under 7.8.3.2.
- 7.8.1.9 **Medical certificate** means a certificate as prescribed in 7.8.5.1.
- 7.8.1.10 **Parental leave** means **adoption leave**, **maternity leave**, **partner leave**, **extended adoption leave** or **extended partner leave** as appropriate, and is unpaid leave.
- 7.8.1.11 **Partner leave** means partner leave provided under 7.8.3.3.
- 7.8.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 7.8.1.13 **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).
- 7.8.1.14 **Short adoption leave** means **adoption leave** provided under 7.8.3.4(a).
- 7.8.1.15 **Special adoption leave** means **adoption leave** provided under 7.8.10.
- 7.8.1.16 **Special maternity leave** means **maternity leave** provided under 7.8.9.1.
- 7.8.1.17 **Spouse** includes a defacto spouse or a former spouse.

7.8.2 Responsible Officer's Responsibility to Inform

On becoming aware that:

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

the **Responsible Officer** must inform the employee of:

- (i) the employee's entitlements under this clause; and

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

7.8.3 Eligibility For and Entitlement To Parental Leave

- 7.8.3.1 Subject to the qualifications in 7.8.4, the provisions of this clause apply to full-time, part-time and *eligible casual employees* but do not apply to other employees.
- 7.8.3.1(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).
- 7.8.3.1(b) The *Responsible Officer* must not fail to re-engage a casual employee because:
- (i) the employee or the employee's *spouse* is pregnant; or
 - (ii) the employee is or has been immediately absent on *parental leave*.
- 7.8.3.1(c) The right of the *Responsible Officer* in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 7.8.3.2 An employee who becomes pregnant is, on production of the required *medical certificate*, entitled to up to 52 weeks of *maternity leave*.
- 7.8.3.3 An employee is, on production of the required *medical certificate*, entitled to one or two periods of *partner leave*, the total of which must not exceed 52 weeks, as follows:
- 7.8.3.3(a) An unbroken period of up to one week at the time of the birth of the *child*.
- 7.8.3.3(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 partner leave*).
- 7.8.3.4 An employee is entitled to one or two periods of *adoption leave*, the total of which must not exceed 52 weeks, as follows:
- 7.8.3.4(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*).
- 7.8.3.4(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*).

7.8.4 Qualifications on Entitlements and Eligibility

- 7.8.4.1 The entitlement to *parental leave* is reduced:
- 7.8.4.1(a) In the case of *maternity leave*, by any period of *extended partner leave* taken by the employee's spouse and/or by any period of *special maternity leave* taken by the employee.
- 7.8.4.1(b) In the case of *extended partner leave*, by any period of *maternity leave* taken by the employee's *spouse*.
- 7.8.4.1(c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the employee's *spouse*.

7.8.5 Certification Required

- 7.8.5.1 An employee must, when applying for *maternity leave* or *partner leave*, provide the *Responsible Officer* with a *medical certificate* that:
- (a) names the employee or the employee's *spouse*, as appropriate;
 - (b) states that the employee or the employee's *spouse* is pregnant; and
 - (c) states:
 - (i) the expected date of birth;
 - (ii) the expected date of termination of pregnancy; or
 - (iii) the date on which the birth took place,whichever is appropriate.

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

7.8.5.2(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**.

7.8.5.2(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.

7.8.6 Notice Requirements

7.8.6.1 Maternity leave

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

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

7.8.6.2 Partner leave

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

7.8.6.3 Adoption leave

An employee must

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

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

7.8.6.3(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 **Responsible Officer** of that date, and of the date of commencement of any period of **short adoption leave** to be taken.

7.8.6.3(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.

7.8.6.4 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.

7.8.7 Taking of Parental Leave

- 7.8.7.1 No employee may take *parental leave* concurrently with such leave taken by the employee's *spouse*, apart from *partner 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*.
- 7.8.7.2 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.
- 7.8.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.
- 7.8.7.4 Subject to 7.8.4 and unless agreed otherwise between the *Responsible Officer* and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.
- 7.8.7.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the *child*, the *Responsible Officer* may require the employee to provide a medical certificate stating that they are fit to work on their normal duties.
- 7.8.7.6 Where leave is granted under 7.8.7.4, during the period of leave an employee may return to work at any time, as agreed between the *Responsible Officer* and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 7.8.7.7 *Maternity leave* and *partner leave* cannot extend beyond the *child's* first birthday.
- 7.8.7.8 *Adoption leave* cannot extend beyond the *child's* fifth birthday.
- 7.8.7.9 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.
- 7.8.7.10 Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 7.8.15.

7.8.8 Variation and Cancellation of Parental Leave

- 7.8.8.1 Without extending an entitlement beyond the limit set by 7.8.3, *parental leave* may be varied as follows:
 - 7.8.8.1(a) The leave may be lengthened once by the employee giving the *Responsible Officer* at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
 - 7.8.8.1(b) The leave may be lengthened or shortened by agreement between the *Responsible Officer* and the employee.
- 7.8.8.2 *Parental leave* may be cancelled by agreement between the *Responsible Officer* and the employee.

7.8.9 Special Maternity Leave and Personal Leave

- 7.8.9.1 If an employee not then on maternity leave suffers illness related to their pregnancy the employee is entitled to take leave under 7.2.
- 7.8.9.2 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 the employee is entitled in lieu of, or in addition to, *special maternity leave*.
- 7.8.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which they held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position they held immediately before such transfer.
- 7.8.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, they are entitled to a position, as nearly as possible, comparable in status and pay as that of their former position.

7.8.10 Special Adoption Leave

- 7.8.10.1 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*.
- 7.8.10.2 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.
- 7.8.10.3 The leave under this clause 7.8.10 is to be known as *special adoption leave* and does not affect any entitlement under 7.8.3.
- 7.8.10.4 *Special adoption leave* may be taken concurrently by an employee and the employee's *spouse*.
- 7.8.10.5 Where paid leave is available to the employee, the *Responsible Officer* may require the employee to take such leave instead of *special adoption leave*.

7.8.11 Transfer to a Safe Job – Maternity Leave

- 7.8.11.1 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 their present work, the employee must, if the *Responsible Officer* considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 7.8.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the *Responsible Officer* may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.
- 7.8.11.3 Leave under this clause 7.8.11 will be treated as *maternity leave*.

7.8.12 Part-Time Work

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

- 7.8.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- 7.8.12.2 Where the employee is entitled to *parental leave*, by reducing the employee's entitlement to *parental leave* for the period of such agreement.

7.8.13 Communication During Parental Leave

- 7.8.13.1 Where an employee is on *parental leave* and a definite decision has been made to introduce significant change at the workplace, the **Responsible Officer** shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*.
- 7.8.13.2 The employee shall take reasonable steps to inform the **Responsible Officer** about any significant matter that will affect the employee's decision regarding the duration of *parental leave* to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 7.8.13.3 The employee shall also notify the **Responsible Officer** of changes of address or other contact details which might affect the **Responsible Officer's** capacity to comply with 7.8.13.1.

7.8.14 Return To Work After Parental Leave

- 7.8.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the **Responsible Officer** given at least four weeks before the end of the period of *parental leave*.
- 7.8.14.2 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 they held immediately before the transfer.
- 7.8.14.3 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.

7.8.15 Right To Request

- 7.8.15.1 An employee entitled to *parental leave* pursuant to clause 7.8.3, may request the **Responsible Officer** to allow the employee:
- (a) to extend the period of simultaneous unpaid leave provided for in clause 7.8.3.3(a) and 7.8.3.4(a) up to a maximum of eight weeks;
 - (b) to extend the period of unpaid *parental leave* provided for in 7.8.3.2 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.
- 7.8.15.2 The **Responsible Officer** shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 7.8.15.3 The employee's request and the employer's decision made under 7.8.15.1(b) and (c) must be recorded in writing.
- 7.8.15.4 Where an employee wishes to make a request under 7.8.15.1(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*.

7.8.16 Termination of Employment

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

7.8.17 Replacement Employees

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

SCHOOL SERVICES OFFICERS (GOVERNMENT SCHOOLS) AWARD

SCHEDULE 1 - SALARIES, SCHOOL SERVICES OFFICERS

OPDATE 01:07:2021 1st pp on or after

Note: - The salaries in this Schedule operate from the first pay period commencing on or after 1 July 2021.

S1.1 The annual salaries in this schedule are payable to *employees* engaged to work for 52 weeks per annum less leave and public holiday entitlements under this award and will be payable in fortnightly instalments. Any employee who works for a lesser period per annum is to be paid at the rate of such fortnightly instalments only in respect of periods actually worked or in relation to which that employee is entitled to paid leave or public holidays under this award.

S1.2 Subject to other provisions in this award, the following salaries will be paid to *full-time employees*: -

Classification	\$ Per annum
School Services Officer Level 1	
1 st year of service	44,963
2nd year of service	46,402
3rd year of service	47,265
4th year of service	48,200
5th year of service	48,991
6th year of service	49,853
School Services Officer Level 2	
1st year of service	52,151
2nd year of service	53,591
3rd year of service	54,521
School Services Officer Level 3	
1st year of service	57,146
2nd year of service	58,586
3rd year of service	60,023
School Services Officer Level 4	
1st year of service	63,039
2nd year of service	64,117
3rd year of service	65,052
School Services Officer Level 5	
1st year of service	68,791
2nd year of service	70,801
3rd year of service	72,960
4th year of service	75,116
School Services Officer Level 6	
1st year of service	77,129
2nd year of service	79,000
3rd year of service	80,868

S1.3 First-Aid Allowance

- S1.3.1 Where in the performance of their duties, an *employee* agrees to deliver a first aid service that requires them to hold a current recognised first aid certificate (or equivalent), the *employee* will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours). Where such a course is only available after hours then the *employee* will be paid for the instructional time of the course. The *employee* will be reimbursed by the *employer* the cost of acquiring such qualifications.
- S1.3.2 Where an *employee* agrees to renew their first aid qualification, that *employee* will be given the opportunity to undertake the training during ordinary working hours, (where such course is available during ordinary working hours). Where such a course is only available after hours then the *employee* will be paid for the instructional time of the course. The *employee* will be reimbursed by the *employer* the cost of renewing the qualification.
- S1.3.3 Where, in the performance of their duties an *employee* agrees to deliver a first aid service and is required to hold a current recognised first aid certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.
- S1.3.4 The *employee* will be paid a First Aid Allowance of \$17.65 per work provided that the *employee* fulfils those duties on at least 3 days a week. *Employees* performing first aid duties for less than 3 days will be paid an allowance calculated at the rate of 48 cents per hour for each hour of part thereof.

SCHOOL SERVICES OFFICERS (GOVERNMENT SCHOOLS) AWARD

SCHEDULE 2 - COMMONWEALTH GOVERNMENT JOBSKILLS PROGRAMME - CONDITIONS

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SCHOOL SERVICES OFFICERS (GOVERNMENT SCHOOLS) AWARD

SCHEDULE 3 - SCHOOL SERVICES OFFICERS (GOVERNMENT SCHOOLS) AWARD TRAINING WAGE SCHEDULE

OPDATE 01:07:2021 1st pp on or after

CLAUSE S3.1 TITLE

This Schedule shall be known as School Services Officers (Government Schools) Award Training Wage Schedule.

CLAUSE S3.2 ARRANGEMENT

Clause No.	Title
S3.1	Title
S3.2	Arrangement
S3.3	Application
S3.4	Period of operation
S3.5	Definitions
S3.6	Training conditions
S3.7	Employment conditions
S3.8	Wages
S3.9	Disputes settling procedures
S3.10	Dispute settlement over traineeship schemes
S3.11	Part-time traineeships
Section A	Allocation of Traineeships to Wage Levels
Section B	Traineeship Schemes excluded from this Award

CLAUSE S3.3 APPLICATION

S3.3.1 This Schedule shall apply to persons:

- 3.1.1 who are undertaking a *Traineeship* (as defined); and
- 3.1.2 whose employment is, or otherwise would be, covered by the Award.

S3.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

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

S3.3.3 At the conclusion of the *Traineeship*, and a contract of employment is offered, this Schedule ceases to apply to the employment of the Trainee and the Award shall apply to the former Trainee. The former Trainee will be employed at the relevant classification under the Award.

S3.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S3.4 OPERATION

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

CLAUSE S3.5 DEFINITIONS

- S3.5.1 *Act* means the *Training and Skills Development Act 2008* or any successor legislation.
- S3.5.2 *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.
- S3.5.3 *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.
- S3.5.4 *T&SC* means the Training and Skills Development Commission under the Act.
- S3.5.5 *Award* means the School Services Officers (Government Schools) Award.
- S3.5.6 *Trainee* is an individual who is a signatory to a *Training Agreement* registered with the *T&SC* and is involved in paid work and structured training, which may be on or off the job. *Trainee* does not include an individual who already has the competencies to which the *Traineeship* is directed.
- S3.5.7 *Traineeship* means a system of training which has been approved by the *T&SC*, which meets the requirements of a National *Training Package* developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National *Training Package* and includes full-time *Traineeships* and part-time *Traineeships* including school-based *Traineeships*.
- S3.5.8 *Training Agreement* means a Contract of Training for a *Traineeship* made between the employer and a *Trainee*, which is registered with the *T&SC*.
- S3.5.9 *Training Package* means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S3.5.10 *Training Plan* means a programme of training which forms part of a *Training Agreement* registered with the *T&SC*.
- S3.5.11 *Traineeship Scheme* means an approved *Traineeship* applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the *T&SC*.
- S3.5.12 *Tribunal* means the South Australian Employment Tribunal
- S3.5.13 *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 S3.6 TRAINING CONDITIONS

- S3.6.1 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.
- S3.6.2 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.
- S3.6.3 The employer shall provide a level of supervision in accordance with the *Traineeship Agreement* during the *Traineeship* period.

S3.6.4 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 S3.7 EMPLOYMENT CONDITIONS

S3.7.1 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. Existing employees will not be subject to a probation period. 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 S3.11 Part-Time *Traineeships*, of this Schedule.

S3.7.2 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.

S3.7.3 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.

S3.7.4 The *Trainee* shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the *Approved Training*.

S3.7.5 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.

S3.7.6 *Trainees working overtime*

S3.7.6.1 Reasonable overtime may be worked by the *Trainee* provided that it does not affect the successful completion of the *Approved Training*.

S3.7.6.2 No *Trainee* shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.

S3.7.6.3 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*.

S3.7.6.4 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.

S3.7.7 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.

S3.7.8 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. This clause does not apply to existing employees.

Note: It is not intended that existing employees shall be displaced from employment by *Trainees*.

CLAUSE S3.8 WAGES

S3.8.1 The weekly wage payable to full-time *Trainees* shall be provided in S3.8.4, S3.8.5 and S3.8.6 of this Schedule and in accordance with Clause S3.7 Employment Conditions.

S3.8.2 These wage rates will only apply to *Trainees* while they are undertaking an *Approved Traineeship*, which includes *Approved Training* as defined in this Schedule.

S3.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S3.8.4 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 in Section A of this Schedule.

	<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 <i>out of school</i>	390.00	467.00	540.00
Plus 2 years <i>out of school</i>	467.00	540.00	631.00
Plus 3 years <i>out of school</i>	540.00	631.00	722.00
Plus 4 years <i>out of school</i>	631.00	722.00	
Plus 5 or more years	722.00		

S3.8.5 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 in Section A of this Schedule.

	<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 <i>out of school</i>	390.00	451.00	521.00
Plus 2 years <i>out of school</i>	451.00	521.00	608.00
Plus 3 years <i>out of school</i>	521.00	608.00	694.00
Plus 4 years <i>out of school</i>	608.00	694.00	
Plus 5 or more years	694.00		

S3.8.6 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 in Section A of this Schedule.

	<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 <i>out of school</i>	390.00	451.00	508.00
Plus 2 years <i>out of school</i>	451.00	508.00	569.00
Plus 3 years <i>out of school</i>	508.00	569.00	633.00
Plus 4 years <i>out of school</i>	569.00	633.00	
Plus 5 or more years	633.00		

S3.8.7 **School Based Traineeships**

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based <i>Traineeships</i> in Wage Levels A, B and C	355.00	390.00

*Figures in brackets indicate the average proportion of time spent in Approved Training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

S3.8.8 **Wage rates for Certificate IV Traineeships**

S3.8.8.1 *Trainees* undertaking an AQF IV *Traineeship* shall receive the relevant weekly wage rate for AQF III *Trainees* at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S3.8.8.2 An *Adult Trainee* who is undertaking a *Traineeship* for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second year of Traineeship</i>
	\$	\$
Wage Level A	749.00	777.00
Wage Level B	720.00	747.00
Wage Level C	657.00	682.00

S3.8.9 Where a person was employed by the employer under the *Award* immediately prior to becoming an *Adult Trainee* with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a *Trainee*.

S3.8.10 Where a *Traineeship* is converted from an AQF II to an AQF III *Traineeship*, or from an AQF III to an AQF IV *Traineeship*, the Trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S3.8.11 Section A sets out the Wage Level of a *Traineeship*.

S3.8.12 For the purposes of this provision, *out of school* shall refer only to periods out of school beyond Year 10, and shall be deemed to:

S3.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S3.8.12.2 Include any period during which a Trainee repeats in whole or part of a year of schooling beyond Year 10;

S3.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S3.8.12.4 Have effect on an anniversary date being January 1 in each year.

S3.8.13 Despite any other clause in this Schedule, *Trainees* may not be employed under this Schedule under the *Traineeship* Schemes and in the areas of employment listed in Section B.

CLAUSE S3.9 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 S3.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S3.10.1 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.

S3.10.2 The party shall:

- S3.10.2.1 Notify the relevant parties of an intention to dispute the particular Traineeship Scheme, identifying the scheme.
- S3.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
- S3.10.2.3 If agreement cannot be reached the matter may be referred to the *Tribunal* for conciliation.
- S3.10.2.4 If agreement is not reached during conciliation then an application may be made to include the *Traineeship* scheme in Section B.

CLAUSE S3.11 PART-TIME TRAINEESHIPS

S3.11.1 This clause shall apply to *Trainees* who undertake a *Traineeship* on a part-time basis by working less than full-time hours and by undertaking the *Approved Training* at the same or lesser training time than a full-time *Trainee*.

S3.11.1.1 A part-time *Trainee* (other than a school-based *Trainee*) will be engaged to work for no less than an average of 22.5 hours per week, however in special circumstances, including where the employee is an existing employee who already works less than 22.5 hours per week, and with the agreement between the employer and employee, a part-time *Trainee* can be engaged to work for no less than a minimum average of 15 hours per week.

S3.11.1.2 A part-time school-based Trainee may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the Trainee remains enrolled in compulsory education.

S3.11.2 Wages

S3.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in *Approved Training*. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school (\$ per hour)

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.68	12.83	15.36
Plus 1 year <i>out of school</i>	12.83	15.36	17.76
Plus 2 years <i>out of school</i>	15.36	17.76	20.76
Plus 3 years <i>out of school</i>	17.76	20.76	23.75
Plus 4 years <i>out of school</i>	20.76	23.75	
Plus 5 or more years	23.75		
 Wage Level B			
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.68	12.83	14.84
Plus 1 year <i>out of school</i>	12.83	14.84	17.14
Plus 2 years <i>out of school</i>	14.84	17.14	20.00
Plus 3 years <i>out of school</i>	17.14	20.00	22.83
Plus 4 years <i>out of school</i>	20.00	22.83	
Plus 5 or more years	22.83		

<i>Wage Level C</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.68	12.83	14.84
Plus 1 year <i>out of school</i>	12.83	14.84	16.71
Plus 2 years <i>out of school</i>	14.84	16.71	18.72
Plus 3 years <i>out of school</i>	16.71	18.72	20.82
Plus 4 years <i>out of school</i>	18.72	20.82	
Plus 5 or more years	20.82		

Table 2: School based Traineeships (\$ per hour)

	<i>Year of schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
Wage Levels A, B and C	11.68	12.83
20% loading [S3.11.6.2]	14.02	15.40

Table 3: Wage rates for part-time Certificate IV Traineeships (\$ per hour):

Trainees undertaking a part-time AQF IV **traineeship** shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An **adult trainee** (as defined) who is undertaking a part-time **traineeship** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of traineeship</i>	<i>Second year of traineeship</i>
	\$	\$
Wage Level A	24.64	25.58
Wage Level B	23.68	24.58
Wage Level C	21.61	22.43

S3.11.3 The hours for which payment shall be made are determined as follows:

- S3.11.3.1 Where the **Approved Training** for a **Traineeship** (including a school based **Traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **Trainee** on-the-job.
- S3.11.3.2 Where the **Approved Training** is undertaken solely on-the-job and the average proportion of time to be spent in **Approved Training** is 20% (i.e. the same as for the equivalent full-time **Traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
- S3.11.3.3 Where the **Approved Training** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **Approved Training** is 20% (ie the same as for the equivalent full-time **Traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S3.8, 20 per cent is the average proportion of time spent in **Approved Training**, which has been taken into account in setting the wage rates for most full-time **Traineeships**.

- S3.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time **adult trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.
- S3.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S3.11.4 General Formula

S3.11.4.1 For *Traineeships* not covered by S3.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the *Traineeship*, which may also be varied on the basis of the following formula:

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

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time *Trainees* (i.e. 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (a) Full-time wage rate means the appropriate rate as set out in S3.8.4, S3.8.5, S3.8.6 and S3.8.7 of this Schedule.
- (b) *Trainee* hours shall be the hours worked per week including the time spent in *Approved Training*.
- (c) Average weekly training time is based upon the length of the *Traineeship* specified in the *Traineeship Agreement* or *Training Agreement* as follows:

$$\frac{7.6 \times 12}{\text{Length of the } \textit{Traineeship} \text{ in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time *Trainee* whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the *Training Agreement* will require a *Trainee* to be employed for sufficient hours to complete all requirements of the *Traineeship*, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

S3.11.5 Example of the calculation for the wage rate for a part-time traineeship

A school student commences a *Traineeship* in year 11. The ordinary hours of work in the *Award* are 38. The *Training Agreement* specifies two years (24 months) as the length of the *Traineeship*.

Average weekly training time is therefore $7.6 \times 12/24 = 3.8$ hours.

Trainee hours totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job *Approved Training* at school and at TAFE.

So the wage rate in year 11 is:

$$\frac{\$355 \times 15 - 3.8}{30.4} = \$130.79 \text{ (plus any applicable penalty rates under the Award)}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if *trainee* hours changes.

S3.11.6 Employment conditions for all part-time trainees

S3.11.6.1 A part-time *Trainee* shall receive, on a pro-rata basis, all employment conditions applicable to a full-time *Trainee*. All the provisions of the Award shall apply to part-time *Trainees* except as specified in this Schedule.

- S3.11.6.2 However, a *Trainee* undertaking a school based *Traineeship* may, with the agreement of the *Trainee*, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a *Trainee* is called upon to work on a public holiday the provisions of the Award shall apply.
- S3.11.6.3 A part-time *Trainee* may, by agreement, transfer from a part-time to a full-time *Traineeship* position should one become available.
- S3.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time *Trainees*.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

<i>Training Package</i>	<i>Certificate Level</i>
Administration	I II III
Assessment and Workplace Training	III
Beauty (National)	III
Black Coal	II III
Business Services	I II III
Chemical, Hydrocarbons and Oil Refining	III
Civil Construction (This Schedule does not apply to these <i>traineeships</i> where another Award already provides for the <i>traineeship</i>)	III
Community Services	II III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	II
Hospitality Industry	III
Information Technology	II III
Laboratory Operations	III
Local Government (Environmental Health & Regulation)	II III
Local Government (General Construction)	III
Local Government (Governance & Administration)	I II III
Local Government (Government)	II III
Manufactured Mineral Products	III

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

Wage Level B

<i>Training Package</i>	<i>Certificate Level</i>
Aeroskills Industry - This Award does not apply to these <i>traineeships</i> where another Award already provides for the <i>traineeship</i>	II
Asset Maintenance	II III
Asset Security	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing Film, TV, Radio and Multimedia	II III
Automotive Industry Retail Service and Repair	II
Beauty (National)	II
Caravan Industry	I II III
Civil Construction (This Schedule does not apply to these <i>traineeships</i> where another Award already provides for the <i>traineeship</i>)	I II
Entertainment Industry	I II III
Extractive Industry	II III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II
Gas Industry (Utilities)	II
Hospitality Industry	I II
Local Government (General Construction)	I

<i>Training Package</i>	<i>Certificate Level</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
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

APPLICATIONS FILED

<i>Case No</i>	<i>Description</i>
06399/2000	AWARD VARIATION Appln withdrawn. (Reg No 67) See File No. 2524/2001 for agreed variation.
06465/2000	AWARD VARIATION Award varied. (Reg No. 68) Sch. 3 Traineeships. Oupdate 16/11/2000.
07371/2000	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 5.1 Classification of Employees, Sch. 1 Salaries. Oupdate 19/12/2000.
02524/2001	AWARD VARIATION Award varied. Sch. 3 Traineeships. Oupdate 09/02/2001.
04232/2001	AWARD VARIATION Award NOT varied - appln discontinued (re hours in excess of 37 1/2).
05062/2001	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2001. Oupdate 22/07/2001.
07912/2001	AWARD VARIATION Award varied. Sch. 3 Traineeships. Oupdate 9/2/2002.
04279/2002	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2002. Oupdate ppc 22/07/2002.
06181/2002	AWARD REVIEW S99 New Award issued. Oupdate 26/11/2002.
07426/2002	AWARD VARIATION Award varied. Schedule 3 Traineeships re SWC 2002. Oupdate ppc 13/11/2002.
04351/2003	AWARD VARIATION Award varied. Schedule 1 Salaries re SWC 2003. Oupdate ppc 22/07/2003.
07439/2003	AWARD VARIATION Award varied. Sch 3 Training Wage re National Training Wage and SWC 2003. Oupdate ppc 13/11/2003
04640/2004	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2004. Oupdate ppc 22/07/2004.
07576/2004	AWARD VARIATION Award varied. Sch. 3 Training Wage Schedule re SWC 2004. Oupdate ppc 13/11/2004.
04667/2005	AWARD VARIATION Award varied. Sch. 1 Salaries, School Services Officers re SWC 2005. Oupdate ppc 22/07/2005. Sch. 3 Training Wage update 13/11/2005.
01016/2006	AWARD VARIATION Award varied. Sch. 3 School Services Officers (Government Schools) Award Training Wage. Oupdate ppc 16/03/2006.
01729/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions; Cl. 7.2 Personal Leave Injury & Sickness; New Cl. 7.6 Personal Leave to Care for a Family Member; New Cl. 7.7 Bereavement Leave; New Clause 7.8 Parental Leave. Oupdate 24/03/2006.

<i>Case No</i>	<i>Description</i>
04710/2006	AWARD VARIATION Award varied. New Cl. 5.7 Minimum Remuneration Standard; New Cl. 5.8 Safety Net Adjustment; New Cl. 5.9 Economic Incapacity Applications; Sch. 1 Salaries, School Services Officers (opdate ppc 22/07/2006), Sch. 3 School Services Officers (Government Schools) Award Training Wage Schedule (opdate ppc 13/11/2006) re General Application to Review Wages 2006 AND Remuneration Minimum Standard (opdate ppc 17/04/2006).
02498/2007	AWARD VARIATION ward varied. Cl. 5.7 Minimum Remuneration Standard, Sch. 1 Salaries, School Services Officers re Minimum Standard for Remuneration. Oupdate ppc 02/03/2007.
04423/2007	AWARD CONDITIONS Recommendations issued re Trade Schools for the Future, Apprenticeship Broker positions.
04871/2007	AWARD VARIATION Award varied. Cl. 5.8 Safety Net Adjustments; Cl. 5.9 Economic Incapacity Applications; Sch. 1 Salaries, School Services Officers; Sch. 3 School Services Officers (Government Schools) Award Training Wage Schedule re SWC 2007. Oupdates ppc 22/07/2007 & 01/10/2007.
06129/2007	INTERPRETATION Position of "apprenticeship broker" falls within scope of SA Public Sector Salaried Employees Award and NOT within scope of School Services Officers (Government Schools) Award [[2009] SAIRC 65].
00090/2008	AWARD REVIEW S99 Award varied. Cl. 1.5 Definitions, Cl. 3.1 Grievance & Dispute Settling Procedures, Delete Cl. 5.7 Minimum Remuneration Standard, Cl. 6.3 Overtime/Time Bank, New Cl. 6.4 Minimum Hours of Engagement, Cl. 7.1 Recreation Leave, Cl. 7.3 Public Holidays, Cl. 7.5 Special Leave With Pay, Sch. 1 Salaries, School Services Officers, Delete Sch. 2 Commonwealth Government Jobskills Programme Conditions re update nomenclature, incorporate EA terms & deletion of obsolete provisions. Oupdate 19/05/2008.
04615/2008	INTERPRETATION Position of "apprenticeship broker" falls within scope of SA Public Sector Salaried Employees Award and NOT within scope of School Services Officers (Government Schools) Award [[2009] SAIRC 65].
05961/2008	AWARD VARIATION Award varied. Cl. 5.8 Safety Net Adjustments; Cl. 5.9 Economic Incapacity Applications; Sch. 1 Salaries, School Services Officers; Sch. 3 School Services Officers (Government Schools) Award Training Wage Schedule re SWC 2008. Oupdate ppc 01/10/2008.
05729/2009	AWARD VARIATION Award varied. Cl. 5.8 Safety Net Adjustments; Cl. 5.9 Economic Incapacity Applications; Sch. 1 Salaries, School Services Officers; Sch. 3 School Services Officers (Government Schools) Award Training Wage Schedule re SWC 2009. Oupdate ppc 01/10/2009.
07333/2009	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 5.1 Classification of Employees, Sch. 1 Salaries re new classification of SSO Level 6. Oupdate 22/12/2009.
04688/2010	AWARD VARIATION Award varied. Cl. 5.8 Safety Net Adjustments; Cl. 5.9 Economic Incapacity Applications; Sch. 1 Salaries, School Services Officers; Sch. 3 School Services Officers (Government Schools) Award Training Wage Schedule re SWC 2010. Oupdate ppc 01/10/2010.
04082/2011	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1

Salaries

School Services Officers; Sch. 3 TWA re SWC 2011. Oupdate ppc 01/10/2011.

<i>Case No</i>	<i>Description</i>
05900/2011	AWARD VARIATION Award varied. Cl. 5.6.3 Casual Employees re Casual Loading Case. Oupdate ppc 01/01/2012 (01/07/2012, 01/07/2013, 01/07/2014).
02785/2012	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 School Services Officers; Sch. 3 Training Wage Schedule re SWC 2012. Oupdate ppc 01/07/2012.
03094/2013	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 School Services Officers; Sch. 3 Training Wage Schedule re SWC 2013. Oupdate ppc 01/07/2013.
04220/2014	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 School Services Officers; Sch. 3 Training Wage Schedule re SWC 2014. Oupdate ppc 01/07/2014.
06606/2015	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 School Services Officers; Sch. 3 Training Wage Schedule re SWC 2015. Oupdate ppc 01/07/2015.
3194/2016	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 School Services Officers; Sch. 3 Training Wage Schedule re SWC 2016. Oupdate ppc 01/07/2016.
3284/2017	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 School Services Officers; Sch. 3 Training Wage Schedule re SWC 2017. Oupdate ppc 01/07/2017.
4261/2018	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 School Services Officers; Sch. 3 Training Wage Schedule re SWC 2018. Oupdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 Salaries School Services Officers; Sch. 3 Training Wage Schedule re SWC 2019. Oupdate ppc 01/07/2019.
ET-19-00581	S99 REVIEW OF AWARD Award Varied. Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 2.1, Enterprise Flexibility Provision, Cl. 3.1, Grievance and Dispute Settling Procedures, Cl. 4.1 Anti-Discrimination, Cl. 4.4 Transfer Provisions, Cl. 4.6 Vacancies Less Than 15 Hours, Cl. 5.1 Classification of Employees, Cl. 5.6 Payment of Employees, Cl. 5.9 Economic Incapacity Applications, Cl. 6.3 Overtime/Time Bank, Cl. 6.4 Minimum Hours of Engagement, Cl. 7.1 Recreation Leave, Cl. 7.2 Personal Leave – Injury and Sickness, Cl. 7.3 Public Holidays, Cl. 7.5 Special Leave With Pay, Cl. 7.8 Parental Leave, Sch. 3 Training Wage Arrangements (cl. S3.5 Definitions, cl. S3.10 Dispute Settlement Over Traineeship Schemes). Oupdate 01/10/2019.
ET-21-00552	AWARD VARIATION Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 Salaries School Services Officers; Sch. 3 Training Wage Schedule re SWC 2020 (wages). Oupdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award Varied. Sch.1 Salaries School Services Officers (S1.3.4 First Aid Allowance) re SWC 2020 (allowances). Oupdate ppc 01/07/2020.

ET-22-00821

AWARD VARIATION

Award Varied. Cl 5.8 Safety Net Adjustment; Cl. 5.9 Economic Incapacity Applications; Sch.1 Salaries

School Services Officers; Sch. 3 Training Wage Schedule re SWC 2021. Oupdate ppc 01/07/2021.