



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

PART 1 APPLICATION AND OPERATION OF AWARD

OPDATE 21:10:97 on and from

Clause 1.1. Title

OPDATE 21:10:97 on and from

The title of this Award is the South Australian Government Health Etc. Ancillary Employees Award.

Clause 1.2 Arrangement

OPDATE 16:02:2018 on and from

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Clause 1.3. Scope and Persons Bound

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1.3.1 This award is binding upon;

1.3.1.1 The United Workers' Union;

1.3.1.2 The Department for Health and Wellbeing and hospitals and health centres incorporated pursuant to the *Health Care Act 2008* (as amended);

1.3.1.3 SA Pathology;

1.3.1.4 The Chief Executive, Department of Treasury and Finance, the Chief Executive, Department of Health and the Chief Executive, Department for Families and Communities;

- 1.3.1.5 All employees whether members of an Association or not who are classified as Health Ancillary Workers engaged in the following occupational groupings:

. CATERING

. UTILITY SERVICES

. GARDENING AND GROUNDS SERVICES

. TRANSPORT SERVICES

. CLIENT AND ALLIED CARE SERVICES

. STERILE AND SUPPLY SERVICES

. SECURITY SERVICES

. DIRECT CARE SERVICES

. FACILITY SERVICES

1.3.2 This award is not binding on those persons who are appointed under the provisions of the *Public Sector Act 2009* (as amended).

Clause 1.4. Locality

OPDATE 21:10:97 on and from

The award applies throughout the State of South Australia.

Clause 1.5. Duration

OPDATE 21:10:97 on and from

This award first came into operation from the first full pay period to commence on or after 18 March 1993, and continues in force until amended, rescinded or replaced.

Clause 1.6. Classification of Employees

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1.6.1 The employer will classify employees within the Health Ancillary Employees structure having regard to the work level definitions prescribed in 1.7 and the typical tasks described in the Activity Schedules.

1.6.2 An employer may require an employee as part of the normal duties attached to their position, to carry out any range of tasks of the same or lower classification from any number of occupational groups if;

1.6.2.1 The tasks are within the limits of the employees skill, competence and training and are not designed to promote deskilling.

1.6.2.2 Where the tasks involve the use of tools and equipment the employee has been properly trained in the use of such tools and equipment.

1.6.2.3 Any requirement to perform tasks from any occupational grouping is consistent with the employers' responsibilities to provide a safe and healthy working environment.

Clause 1.7. Work Level Definitions

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1.7.1 TRAINING LEVEL

Employees at this level will acquire, predominantly through on-the-job training, the basic skills and knowledge necessary to perform a range of activities applicable to the base level of work for which they have been recruited, in more than one occupational grouping where appropriate.

Appointment to this level is for a maximum period up to three months. At the expiration of that time, trainees who have demonstrated a satisfactory work performance must be appointed to a level 1 position.

Employees will be provided with information about the conditions of work, policies, procedures and objectives of the agency concerned.

Information will be provided about work health and safety procedure and practice and equal opportunity practice.

Employees at this level receive direct instruction and monitoring from a skilled and experienced employee.

1.7.2 HEALTH ANCILLARY EMPLOYEE LEVEL 1.

Employees at this level will be required to perform a broad range of routine tasks. Work at this level is characterised by the following:

- . generally labour intensive in nature,
- . may require the operation of machinery, equipment, and/or facilities requiring the exercise of skills and knowledge appropriate to this level.
- . performed under direct instruction,
- . instruction given is by way of verbal, written or diagrammatic direction,
- . provide assistance and co-operation to other employees,
- . tasks performed are relevant to a particular worksite or location, and are performed either as an individual or team member.

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

Tasks typical of Level 1 are described in the Activities Schedule.

1.7.3 HEALTH ANCILLARY EMPLOYEE LEVEL 2

Employees at this level will be required to perform a range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 1.

Work at this level is characterised by the following:

- . the application of specific and prescribed training and experience,
- . may require the operation of machinery, equipment and/or facilities,
- . requiring the exercise of skills and knowledge beyond that of an employee at Level 1,
- . performed under general direction,
- . require the exercise of limited judgement in the execution of their own work
- . instruction given is by way of general verbal, written or diagrammatic direction,
- . provide assistance and co-operation to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,

- . may from time to time be required to perform work of a lower level

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

Tasks typical of Level 2 are described in the Activity Schedule.

1.7.4 HEALTH ANCILLARY EMPLOYEE LEVEL 3

Employees at this level will be required to perform either:

- * A range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 2.

Work at this level is characterised by the following:

- . prerequisite skills have been acquired through relevant experience and/or training,
- . may require the operation of machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 2,
- . performed under general direction,
- . exercise judgement and initiative in the day to day execution of their own work,
- . instruction given is by way of general direction,
- . provide assistance and co-operation to other employees,
- . tasks performed are relevant to a particular worksite or location, and are performed either as an individual or a team member,
- . may from time to time be required to perform work of a lower level

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

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

OR

- * Activities associated with Level 2 and **Team Leader** activities as defined.

1.7.5 HEALTH ANCILLARY EMPLOYEE LEVEL 4

Employees at this level will be required to perform either:

- * A range of higher level operative tasks which are above and beyond the skill and knowledge of an employee at Level 3.

Work at this level is characterised by the following:

- . tasks performed require skill specialisation and/or extensive training,
- . may require the set up, program and operation of machinery, equipment and/or facilities,
- . performed under limited direction,
- . an ability to determine and appraise methods of work organisation,
- . the implementation of detailed directions and procedures,
- . provide assistance and guidance within their level of expertise to other employees,
- . assist in the provision of on the job training,

- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- . may from time to time perform work of a lower level.

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

Tasks typical of Level 4 are described in the Activity Schedule.

OR

- * Activities associated with Level 3 and **Team Leader** activities as defined.

1.7.6 HEALTH ANCILLARY EMPLOYEE LEVEL 5.

Employees at this level will be required to either:

- * Apply either trade skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

- . understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- . may require the setup, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at Level 4,
- . performed under broad guidelines,
- . a capacity to programme detailed work functions,
- . the ability to interpret complex instructions and procedures,
- . the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- . may from time to time perform work of a lower level or incidental to their area of expertise.

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

Tasks typical of Level 5 are described in the Activity Schedule.

OR

Activities associated with Level 4 and **Team Leader** activities as defined.

1.7.7 HEALTH ANCILLARY EMPLOYEE LEVEL 6.

Employees at this level will be required to either:

- * Apply either post trade based skills or equivalent skills derived from specialised training and/or extensive experience in a range of functions.

Work at this level is characterised by the following:

- . understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- . may require the set up, program and operation of sophisticated machinery, equipment and/or facilities,
- . perform under broad guidelines,

- . a capacity to initiate and program detailed work functions,
- . the interpretation of sophisticated instructions and procedures,
- . the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- . may from time to time perform work of a lower level.

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

Tasks typical of Level 6 are described in the Activity Schedule.

OR

Activities associated with Level 5 and **Team Leader** activities as defined.

1.7.8 HEALTH ANCILLARY EMPLOYEE LEVEL 7.

Employees at this level will be required to apply a combination of advanced post trade skills derived from accredited training, or equivalent, and team leader activities.

Work at this level is characterised by the following:

- . exercises high precision trade skills and/or specialised techniques,
- . may involve diagnosis and the implementation of modification techniques, consistent with this level,
- . perform under broad guidelines,
- . a capacity to initiate and program detailed work functions,
- . the interpretation of sophisticated instructions and procedures,
- . the provision of advanced post trade or advanced post trade equivalent guidance and assistance within their own area of expertise to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- . may from time to time perform work of a lower level,
- . allocate, and determine work priorities. (This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken),
- . inspect and ensure the quality of work undertaken by employees,
- . advise group members of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- . ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- . prepare and maintain records and incident reports,
- . provide an overall on the job leadership role,
- . exercise judgement and advise on matters requiring the application of skills and knowledge,
- . assist in the on-the-job training of employees,

- . perform associated duties as directed.

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

Tasks typical of Level 7 are described in the Activity Schedule.

Clause 1.8. Definitions

OPDATE 01:10:2019 on and from

- 1.8.1 **“Afternoon shift”** means any shift commencing after 12 noon and finishing after 6.00pm and at or before midnight.
- 1.8.2 **“Continuous work”** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 1.8.3 **“Night shift”** means any shift finishing after midnight and at or before 8.00am.
- 1.8.4 **“Rostered shift”** means a shift of which the employee concerned has had at least 48 hours’ notice.
- 1.8.5 **“Spouse”** includes a de facto spouse but, except in relation to parental leave does not include a spouse from whom the employee is legally separated.
- 1.8.6 **“The Act”** means the *Fair Work Act 1994*.
- 1.8.7 **“Team Leader Activities”** means:
- allocate, and determine work priorities. (This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken),
 - inspect and ensure the quality of work undertaken by employees,
 - advise group members of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
 - ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
 - prepare and maintain records and incident reports,
 - provide an overall on the job leadership role,
 - exercise judgement and advise on matters requiring the application of skills and knowledge,
 - assist in the on-the-job training of employees,
 - perform associated duties as directed
- 1.8.8 **“The Union”** means the United Workers’ Union.

PART 2 - RATES OF PAY

OPDATE 21:10:97 on and from

Clause 2.1. Rates of Pay

OPDATE 21:10:97 on and from

2.1.1 Unless a different rate of pay is prescribed elsewhere in this award, an employee must be paid at the rate of pay prescribed in Schedule 1 for the classification level in which the employee is employed.

2.1.2 An employee progresses by annual increment after each completed year of service until the relevant maximum rate is reached for the appropriate classification.

Clause 2.2. Payment of Wages

OPDATE 21:10:97 on and from

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

Clause 2.3. Junior EmployeesOPDATE 01:07:2023 1st pp on or after

2.3.1(a) Subject to 2.3.1(b) below, the weekly rate payable to junior employees in;

- kitchens
- laundries
- The Institute of Medical and Veterinary Science
- crèches

must be based on the following percentages of the 1st increment of the ordinary rate of pay prescribed for the level of work on which they are employed.

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

2.3.1(b) Provided that no employee will receive less than the following percentages of the State Minimum Award Wage of \$898.80 per week from the 1st pay period on or after 01/07/2023:

| | % | \$ |
|-----------------|----|--------|
| 16 years of age | 50 | 449.40 |
| 17 years of age | 60 | 539.30 |
| 18 years of age | 70 | 629.20 |
| 19 years of age | 80 | 719.00 |
| 20 years of age | 90 | 808.90 |

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

Clause 2.4 Safety Net Adjustments

OPDATE 01:07:2023 1st pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2023 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 *2023 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 2.5 Economic Incapacity Applications

OPDATE 01:07:2023 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 *2023 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. The increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 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 3 - TERMS OF ENGAGEMENT

OPDATE 21:10:97 on and from

Clause 3.1 Weekly Employment

OPDATE 21:10:97 on and from

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

Clause 3.2 Part-time Employment

OPDATE 01:10:2019 on and from

3.2.1 An employee may be engaged by the week to work on a part-time basis for a constant number of hours less than thirty-eight (38) per week. An employee so engaged must be paid per hour one thirty eighth (1/38) of the weekly rate prescribed by this Award for the work performed.

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

3.2.3 Additional Hours

3.2.3.1 An employee engaged and paid in accordance with this clause who has for a period of at least **12 continuous months** been regularly working additional hours at the request of the employer, and who has a reasonable expectation that the need to work such additional hours will be ongoing, is entitled to apply, in writing, to have the additional hours added to the employee's substantive hours. For the purposes of this clause 3.2.3, **12 continuous months** means the 12 continuous months immediately preceding the date the written application for the additional hours is received by the employer.

3.2.3.2 The employer of an employee who is entitled to make the application described in clause 3.2.3.1 must notify the employee in writing of the provisions of clause 3.2.3.1 within 4 weeks of the employee completing the 12 month qualifying period.

3.2.3.3 Any employee who is entitled to make the application described in clause 3.2.3.1 and who does not make such application within 4 weeks of receiving the written notice in clause 3.2.3.2 will be deemed to have declined to have the additional hours added to the employee's substantive hours.

3.2.3.4 Upon receiving a written application from an employee pursuant to clause 3.2.3.1, the employer must, within 4 weeks of receiving such notice, indicate in writing whether an increase in the employee's substantive hours of work is, or is not, agreed to. Where an increase is not agreed to, the employer must provide written reasons for same.

3.2.3.5 Where an employee's application is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in clause 7.1.

3.2.3.6 Where an employer agrees to an employee's request to have additional hours added to the employee's substantive hours, the resulting total will form the employee's new substantive working hours. An employee may only vary these new substantive hours with the written agreement of the employer.

3.2.3.7 Where the actual amount of additional hours regularly worked by an employee during the 12 month qualifying period are fixed and constant, the additional hours to be added to the employee's substantive hours will be those fixed and constant hours, or as otherwise agreed between the employer and the employee.

3.2.3.8 Where the actual amount of additional hours regularly worked by an employee during the 12 month qualifying period are variable, the employer will determine the number of additional hours to be offered to the employee on a substantive basis and their configuration, taking into account:

- (a) the average of the additional hours worked during the 12 month qualifying period;
- (b) the employee's patterns of employment during the qualifying period; and
- (c) operational requirements.

Additional hours worked in respect of a special event/s or other “one-off” project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and independent funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only will not be considered additional hours for the purpose of this subclause.

- 3.2.3.9 An employee may seek to have any dispute as to the appropriate number of additional hours to be offered as substantive hours resolved through the Grievance and Dispute Settling Procedure set out in clause 7.1.
- 3.2.3.10 Where additional hours are granted to an employee, the employee’s pro rata leave entitlements must be adjusted accordingly, taking into account the number of completed months at the higher number of hours in the service year within which the additional hours are formally granted by the employer.
- 3.2.3.11 For the purposes of this clause, “employer” means a hospital or a health centre incorporated under the *Health Care Act 2008* (as amended); or SA Pathology; or the Department of Health and Wellbeing.

Clause 3.3 Casual Employment

OPDATE 01:10:2019 on and from

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

- 3.3.2 A casual employee is paid per hour worked one thirty-eighth of the weekly rate prescribed by this Award for the work performed and a twenty (20) per cent casual loading is also applied to the actual hours worked to compensate for the lack of sick and annual leave entitlements and payment of public holidays not worked.

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

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

- 3.3.3 Any casual employee engaged and paid in accordance with this clause –

- (a) who has been employed by an employer during a period of at least 12 months, either on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment;
- (b) whose employment is consistent with part-time employment (as defined) or full-time employment; and
- (c) who has a reasonable expectation of ongoing employment,

is eligible to elect, in writing, to convert to permanent part-time or full-time (as appropriate) employment.

- 3.3.4 The employer of an eligible employee must notify the employee in writing of the provisions of clause 3.3.3 within 4 weeks of the employee completing the 12 month qualifying period.
- 3.3.5 Any eligible employee who does not make an election as provided for in clause 3.3.3 within 4 weeks of receiving the written notice in clause 3.3.4 will be deemed to have agreed to remain a casual employee.
- 3.3.6 Any eligible employee who remains a casual employee pursuant to clause 3.3.5, may, provided that the employee also remains an eligible casual employee pursuant to the provisions of clause 3.3.3, subsequently elect to convert to permanent employment status by giving the employer notice in writing of such election. In this instance, the 12 month qualifying period referred to in clause 3.3.3, will be the 12 months immediately preceding the date that written notice is given.
- 3.3.7 Upon receiving written notice from an employee pursuant to clause 3.3.3 or 3.3.6, the employer must, within 4 weeks of receiving such notice, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.
- 3.3.8 Where an employee’s election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in clause 7.1.

- 3.3.9 Where an eligible employee has transferred to permanent employment pursuant to the provisions of this clause, the employee may only revert to casual employment with the written agreement of the employer.
- 3.3.10 Service for the purpose of leave entitlements (other than long service leave) will be calculated from the date of commencement of permanent part-time or full-time employment.
- 3.3.11 Where an eligible employee elects to convert to permanent employment status and the employer agrees to such conversion –
- (a) the normal hours of duty that will apply under the new contract of employment will be the average of the hours the employee has worked during the preceding 12 month qualifying period specified in subclause 3.3.3 or 3.3.6 (as appropriate), or as otherwise agreed between the employer and the employee. Where the work is subject to seasonal fluctuations, the hours of duty may be configured in a manner designed to most appropriately meet the fluctuating demand. In determining the most appropriate working arrangements including configuration of hours, the employer must have regard to:
 - (i) operational requirements;
 - (ii) the employee's patterns of employment during the 12 month qualifying period;
 - (iii) the employee's personal circumstances.
 - (b) hours worked in respect of a special event/s or other "one-off" project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and independent funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only, will not be included in calculating the preceding 12 months average hours.
- 3.3.12 For the purposes of this clause, "employer" means a hospital or a health centre incorporated under the *Health Care Act 2008* (as amended); or SA Pathology; or the Department of Health and Wellbeing.

Clause 3.4 Temporary Employment

OPDATE 01:10:2019 on and from

- 3.4.1 A temporary employee is one engaged to work for a constant number of hours per week on a part-time or full-time basis for a fixed term of at least one month's duration.
- 3.4.2 This type of employment must be supported by a written contract of employment which clearly specifies the commencing and finishing dates of the period of employment.
- 3.4.3 A temporary fixed term contract of employment cannot be extended. Where an employer wishes to retain the services of an employee beyond the expiry date of a fixed term contract, the employer may offer the employee a new fixed term contract for the period the employee is required. Any such new contract must also specify the commencing and finishing dates of the period of employment.
- 3.4.4 Any temporary employee who has been engaged on one or more separate contracts of employment by an employer (which may include periods of employment on a casual basis), such that the employee has been continuously employed without a break (other than for approved paid or unpaid leave purposes) for at least 12 months, and who has a reasonable expectation of ongoing employment, is eligible to elect, in writing, to convert to permanent part-time or full-time (as appropriate) employment.
- 3.4.5 The employer of an eligible employee must notify the employee in writing of the provisions of 3.4.4 prior to the expiration of the employee's current contract.
- 3.4.6 Any eligible employee who does not make an election as provided for in clause 3.4.4 within 4 weeks of receiving the written notice in 3.4.5 or before the employee's current contract ceases, whichever is the earlier, will cease to be an employee at the expiration of that current contract.

- 3.4.7 Upon receiving a written notice of election from an eligible employee pursuant to clause 3.4.4, the employer must, within 4 weeks of receiving such notice or prior to the expiration of the employee's current contract, whichever is the earlier, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.
- 3.4.8 Where an employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in clause 7.1.
- 3.4.9 Where an eligible employee's election to convert to permanent employment is agreed to:
- (a) the hours of duty that will apply under the new, permanent contract of employment will be the average of the ordinary hours worked by the employee during the 12 month qualifying period specified in clause 3.4.4, or as otherwise agreed between the employer and the employee;
 - (b) hours worked in respect of a special event/s or other "one-off" project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and independent funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only, will not be included in calculating the preceding 12 months average hours even if such special event/s or project/s extends beyond 12 months.
 - (c) appropriate working arrangements, including the configuration of the hours of duty, will be determined by the employer having regard to the employee's patterns of employment during the 12 month qualifying period and operational requirements.
- 3.4.10 For the purposes of this clause, "employer" means a hospital or a health centre, incorporated under the *Health Care Act 2008* (as amended); or the Institute of Medical and Veterinary Science; or the Department of Health.

Clause 3.5 Absence from Duty

OPDATE 07:02:2005 on and from

An employee who is absent from duty without the authority of the employer is not entitled to payment for the time of such absence.

Clause 3.6 Termination of Employment

OPDATE 07:02:2005 on and from

3.6.1 Notice of Termination by Employer

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

| <i>Period of continuous service</i> | <i>Period of notice</i> |
|---|-------------------------|
| Not more than 1 year | at least 1 week |
| More than 1 year but not more than 3 years | at least 2 weeks |
| More than 3 years but not more than 5 years | at least 3 weeks |
| More than 5 years | at least 4 weeks |

- 3.6.1.2 In addition to the notice in 3.6.1.1, employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.
- 3.6.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 3.6.1.1 and/or 3.6.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 3.6.1.4 In calculating any payment in lieu of notice, the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

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

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

3.6.2 Time Off During Notice Period

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

3.6.3 Statement of Employment

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

3.6.4 Payment in Lieu

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

3.6.5 Notice of Termination by Employee

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

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

Clause 3.7 Shut Down

OPDATE 01:10:2019 on and from

3.7.1 Where an employer requires the business operation, or part of it, to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin.

3.7.2 No more than two shut downs can occur in one calendar year.

3.7.3 Where:

- (a) an employee is unable to attend work because of a shut down; and
- (b) that employee has not accrued a full year of entitlement to annual leave,

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in the SA Health (Health Care Act) Human Resources Manual.

3.7.4 Where an employee is required to take leave in accordance with 3.7.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the shut down for any time in excess of the employee's leave credit.

3.7.5 All time that the employee is stood off without pay for the purposes of 3.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

Clause 3.8 Abandonment of Employment

OPDATE 07:02:2005 on and from

3.8.1 If an employee has been absent without leave for more than two weeks, the Agency or Health Unit will inform the employee in writing that unless they report for duty or furnish a satisfactory reason for their absence and the estimated duration of the absence within a specified time the employee will be regarded as having terminated employment on the date of their last attendance at work (i.e. without notice).

3.8.2 If the employee neither reports for duty nor sends in a satisfactory reply within the specified time, the employee must be informed in writing that their employment is regarded as having terminated on the date of their last attendance at duty (i.e. without notice).

3.8.3 In these circumstances, any monies in hand to the extent of a week's wage will be forfeited in lieu of notice.

Clause 3.9 Direction of Employees

OPDATE 07:02:2005 on and from

3.9.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training subject to the duties not being designed to promote deskilling.

3.9.2 An employer may direct an employee to carry out duties and use tools and equipment if the employee has been properly trained in the use of tools and equipment.

3.9.3 Any direction issued by an employer in 3.9.1 and 3.9.2 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

Clause 3.10 Higher Duties

OPDATE 07:02:2005 on and from

3.10.1 From time to time an employee may be offered work at a higher classification level for up to twelve months duration.

3.10.2 Prior to the commencement of the higher level duties, agreement in writing must be obtained between the employer and employee regarding the period of time, rate of pay and classification level to apply.

3.10.3 During the period the employee is performing the higher level duties an extension of the period may be negotiated, up to a maximum of twelve months.

3.10.4 Upon completion of the agreed period of time, the employee will revert to the employees previous classification.

Clause 3.11 Mixed Functions

OPDATE 07:02:2005 on and from

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

PART 4 - HOURS OF WORK

OPDATE 21:10:97 on and from

Clause 4.1 Hours of Work - Day Workers

OPDATE 21:10:97 on and from

4.1.1 Except where the employer and the majority of employees in a section of a Hospital, Health Centre or Agency agree, the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:

- 38 hours within a work cycle not exceeding seven consecutive days; or
- 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
- 190 hours within a work cycle not exceeding thirty-five consecutive days; or
- 228 hours within a work cycle not exceeding forty-two consecutive days.

4.1.2 The ordinary hours of work prescribed in 4.1.1 may be worked;

4.1.2.1 on any day or all of the days of the week, Monday to Friday;

or

4.1.2.2 according to roster over 6 or 7 days per week as required.

4.1.3 The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m. However the spread of ordinary hours may be altered by mutual agreement between an employer and the majority of employees in a section(s) of a Hospital, Health Centre or Agency.

4.1.4 The ordinary hours of work will generally not exceed 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours requires the agreement of the employer and the majority of employees in a section(s) of a Hospital, Health Centre or Agency.

4.1.5 By arrangement between an employer, the union(s) concerned and the majority of employees in a section(s) of a Hospital, Health Centre or Agency, ordinary hours up to 12 on any day may be worked subject to:-

4.1.5.1 The employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;

4.1.5.2 Proper health monitoring procedures being introduced;

4.1.5.3 Suitable roster arrangements being made; and

4.1.5.4 Proper supervision being provided.

4.1.6 The ordinary working hours will be determined as follows:

4.1.6.1 by employees working less than 8 ordinary hours each day or;

4.1.6.2 by employees working less than 8 ordinary hours on one or more days each week; or

4.1.6.3 by fixing one weekday on which all employees will be off during a particular work cycle; or

4.1.6.4 by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

4.1.7 Where an employee's ordinary hours of work on any day are not worked continuously, excluding meal breaks of 60 minutes or less, such employee is to be paid an additional 10 per cent of the employees ordinary rate of pay for all time worked. In addition, payment for any time actually worked outside of the span of hours prescribed in 4.1.3 will be in accordance with Clause 6.2.2.1. This provision does not apply when an employee requests to work non continuously.

Clause 4.2. Meal Breaks

OPDATE 21:10:97 on and from

4.2.1 An employee, other than a shift worker on continuous work, is entitled to a break for a meal without pay after five hours have elapsed from the recognised starting time.

4.2.2 A shift worker on continuous work is entitled to a break for a meal without pay or a paid crib break of twenty minutes, as determined by the employer, after five hours have elapsed from the recognised starting time.

4.2.3 Where an employee is unable to take a meal break after five hours have elapsed, the employee must be paid 50 per cent more than such employees ordinary rate until a meal break is commenced.

4.2.4 The payment prescribed in 4.2.3 is not be payable if the meal break is not taken due to a request by or on behalf of the employee.

PART 5 -VACANT

OPDATE 21:10:97 on and from
Vacant

PART 6 - ALLOWANCES, PENALTIES AND SHIFT ALLOWANCES

OPDATE 21:10:97 on and from

Clause 6.1. Shift Work

OPDATE 01:10:2019 on and from

6.1.1 Hours - Continuous Work Shifts

This subclause applies to shift workers on **continuous work**. The ordinary hours of shift workers must average 38 per week and must not exceed 152 hours in twenty-eight consecutive days. However, where the employer and the majority of employees concerned agree, a roster system can operate on the basis that the weekly average of 38 ordinary hours is achieved over a period exceeding 28 consecutive days.

6.1.1.2 Subject to the following conditions, shift workers will work at such times as the employer requires.

6.1.1.2 (i) Subject to, 6.1.1.2 (iii) a shift will generally not exceed 10 hours. In any arrangement where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours is to be subject to agreement between the employer and the majority of employees concerned;

6.1.1.2 (ii) Except at the regular change-over of shifts, an employee will not be required to work more than one shift in each twenty-four hours;

6.1.1.2 (iii) By agreement between the employer, the union(s) and the majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
- proper health monitoring procedures being introduced;
- suitable roster arrangements being made; and
- proper supervision being provided.

6.1.2 Hours - Other than Continuous Work

6.1.2.1 This sub-clause applies to shift workers not working **continuous work**. Except where the employer and the majority of employees in a section(s) of a Hospital, Health Centre or Agency agree, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

(i) 38 hours within a period not exceeding seven consecutive days; or

(ii) 76 hours within a period not exceeding fourteen consecutive days; or

(iii) 114 hours within a period not exceeding twenty-one consecutive days; or

(iv) 152 hours within a period not exceeding twenty-eight consecutive days; or

(v) 190 hours within a period not exceeding thirty-five consecutive days; or

(vi) 228 hours within a period not exceeding forty-two consecutive days.

6.1.2.2 Except for broken shifts worked under 6.1.7, the ordinary hours must be worked continuously except for meal breaks at such times as the employer requires.

6.1.2.3 Except at regular change-over of shifts an employee will not be required to work more than one shift in each twenty-four hours.

6.1.2.4 Subject to 6.1.2.5, the ordinary hours of work prescribed in this award will generally not exceed 10 hours.

In any arrangement where the ordinary hours are to exceed 8 on any shift the arrangement of hours will be subject to agreement between the employer and the majority of employees concerned.

6.1.2.5 By agreement between the employer, the union(s) and the majority of employees concerned, ordinary hours up to 12 on any day may be worked subject to:

- the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
- proper health monitoring procedures being introduced;
- suitable roster arrangements being made; and
- proper supervision being provided.

6.1.3 The ordinary working hours will be determined as follows:

- by employees working less than 8 ordinary hours each day; or
- by employees working less than 8 ordinary hours on one or more days each week; or
- by fixing one weekday on which all employees will be off during a particular work cycle; or
- by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

6.1.4 Rosters

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

6.1.5 Variation by Agreement

The method of working shifts and the time of commencing and finishing shifts when determined, can be varied by agreement between the employer and the majority of the employees concerned to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

6.1.6 Afternoon or Night Shift Allowances

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

6.1.6.2 A shift worker who works on an **afternoon** or **night shift** which does not continue for at least five successive afternoons or nights must be paid for each such shift 50 per cent for the first 3 hours worked and 100 per cent for the remaining hours worked in addition to such employee's ordinary rate.

6.1.6.3 An employee who:-

6.1.6.3 (i) during a period of engagement on shift, works **night shift** only; or

6.1.6.3 (ii) remains on **night shift** for a longer period than four consecutive weeks; or

6.1.6.3 (iii) works on a night shift which does not rotate or alternate with another shift or day work so as to give the employee at least one-third of their working time off **night shift** in each shift cycle,

will during such engagement, period or cycle be paid 30 per cent more than their ordinary rate for all time worked during ordinary working hours on such **night shift**, except where an employee continues to work **night shift**, at their own request.

6.1.6.4 A shift worker who works on other than a **rostered shift** must be paid for each such shift 50 per cent for the first 3 hours worked and 100 per cent for the remaining hours worked in addition to such employee's ordinary rate. Such rate is in substitution of, and not cumulative upon the shift premiums prescribed in 6.1.6.1, 6.1.6.2 and 6.1.6.3.

6.1.7 Broken Shifts

- 6.1.7.1 Subject to 6.1.7.2 and 6.1.7.3, where a shiftworker's ordinary hours of work on any one day are not continuous, excluding meal breaks of 60 minutes or less, such employee will be paid an additional 10 per cent at their ordinary rate of pay for each component of their shift completed prior to 6.00pm.
- 6.1.7.2 Where a component of the ordinary hours of work finishes after 6.00pm the additional payment for the whole of that component will be 15 per cent in lieu of 10 per cent.
- 6.1.7.3 These provisions do not apply when an employee requests to work non continuously.

6.1.8 Overtime

6.1.8.1 Requirement to Work Reasonable Overtime

An employer can require any employee to work reasonable overtime at overtime rates and such employee will work overtime under such requirement.

6.1.8.2 Payment for Working Overtime

- 6.1.8.2 (i) All time worked in excess of or outside the ordinary working hours from Monday to Saturday must be paid at the rate of time and a half for the first 3 hours and double time thereafter and double time for Sunday.
- 6.1.8.2 (ii) The provisions in 6.1.8.2 (i) will not apply where the time is worked
- by arrangement between the employees themselves; or
 - for the purpose of effecting the customary rotation of shifts.

6.1.8.3 Work On Rostered Day Off

When a relief shift employee has given the employer notice (of not less than the period of the shift) that they will be absent from work, and the shift worker that the employee should have relieved is required to continue to work on their rostered day off, the unrelieved employee will be paid double time.

6.1.8.4 Casual and part-time employees are not entitled to payment at overtime rates unless their daily hours exceed the ordinary hours on which full-time employees are engaged, or where the hours worked exceed the hours prescribed in 6.1.2.

6.1.8.5 All authorised time worked by casual and part-time employees in excess of ordinary hours on which full time employees are engaged on any day must be paid at the rate of time and a half for the first 3 hours and double time after that. The Department advises that examples of how these provisions are to be applied are contained in the Department of the Premier and Cabinet - Conditions of Employment Manual of Weekly Paid Employees, or the SA Health (Health Care Act) Human Resources Manual.

6.1.8.6 When computing overtime the hourly rate is determined by dividing the appropriate weekly rate by 38, including where an employee works more than 38 ordinary hours in a week.

6.1.8.7 Ordinary hours are the hours of work fixed in an establishment under clauses 6.1.1 and 6.1.2.

6.1.8.8 Rest Period After Overtime

- 6.1.8.8 (i) When overtime work is necessary employees must have at least eight consecutive hours off duty between the work of successive days.

6.1.8.8 (ii) An employee (other than a casual employee) who works overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day whereby the employee has not had at least eight consecutive hours off duty between those times must, subject to this sub-clause be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.1.8.8 (iii) If the employer instructs an employee to resume or continue work without having had eight consecutive hours off, duty the employee must be paid at double rates until released from duty for eight consecutive hours and the employee is also entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.1.8.9 **Call Back**

6.1.8.9 (i) An employee recalled to work overtime after leaving the employer's business premises must be paid for a minimum of three hours' work at the appropriate rate for each time the employee is so recalled. Except in unforeseen circumstances arising, the employee will not be required to work the full three hours if the work the employee was recalled to perform is completed within a shorter period.

6.1.8.9 (ii) This provisions of 6.1.8.9.(i) do not apply in cases where it is customary for an employee to return to the employer's premises to perform specific work outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.1.8.9. (iii) Overtime worked in this subclause will not be regarded as overtime for the purpose of 6.1.8.8 when the actual time worked is less than three hours on such recall or on each of such recalls.

6.1.8.9. (iv) Where an employee is called back for duty, the employee must be paid at the overtime rate from the time the employee leaves their home and will end when the employee returns home.

6.1.8.10 **Time Off In Lieu**

Payment must be made for overtime worked under 6.1.8.2 except when during the same pay period in which the overtime is worked an employee requests equivalent time off in lieu. The time off in lieu is to be granted at a time which is mutually agreed between the employer and employee concerned. Time off in lieu is calculated on an hour for hour basis.

6.1.8.11 **Meal Allowance**

6.1.8.11 (i) Any employee who is required to work overtime at the end of such employee's shift for more than 2 hours without being notified on the previous day of the requirement to work, must be provided with a meal free of cost. or alternatively must be paid an amount at the rate of **\$13.45** for an evening meal and at the rate of **\$9.35** for any other meal.

6.1.8.11 (ii) The provision of a free meal or the payment of meal money need not be made to employees living in the same locality who can reasonably return home for meals.

6.1.8.11 (iii) These provisions do not apply to employees working overtime on Call Back under 6.1.8.9.

6.1.8.12 In calculating overtime each day shall stand alone.

6.1.8.13 **Daylight Saving**

6.1.8.13 (i) Where summer time is prescribed as being in advance of the standard time, the length of any shift:

- starting before the time prescribed for the commencement of a summer time period and,
- starting on or before the time prescribed for the termination of a summer time period,
- is to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end of the shift. The time of the clock in each case to be set to the time fixed under summer time legislation.

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

Clause 6.2 Overtime - Day Workers

OPDATE 01:10:2019 on and from

6.2.1 Requirement to Work Reasonable Overtime

An employer can require any employee to work reasonable overtime at overtime rates and such employee will work overtime under such requirement.

6.2.2 Payment for Working Overtime

- 6.2.2.1 All time worked in excess of or outside ordinary hours from Monday to Friday must be paid at the rate of time and a half for the first three hours and double time after that. with double time to continue until the completion of the overtime work.
- 6.2.2.2 All time worked by employees outside of ordinary hours on Saturday before noon must be paid at the rate of time and a half for the first three hours and double time thereafter.
- 6.2.2.3 All time worked by employees outside of ordinary hours on Saturday afternoon or Sunday must be paid at the rate of double time.
- 6.2.2.4 These provisions do not apply to classifications receiving an allowance in lieu of all overtime worked in excess of ordinary hours.
- 6.2.2.5 Casual and part-time employees are not entitled to payment at overtime rates unless their daily hours exceed the ordinary hours on which full-time employees are engaged. or where the hours worked exceed the hours prescribed in Clause 4.1 Hours of Work.
- 6.2.2.6 All authorised time worked by casual and part-time employees in excess of ordinary hours must be paid at the rate of time and a half for the first 3 hours and double time after that . The Department advises that examples of how these provisions are to be applied are contained in the Department of the Premier and Cabinet - Conditions of Employment Manual for Weekly Paid Employees or in SA Health (Health Care Act) Human Resources Manual.
- 6.2.2.7 The hourly rate, when computing overtime is determined by dividing the appropriate weekly rate by 38, including where an employee works more than 38 ordinary hours in a week.
- 6.2.2.8 Ordinary hours are the hours of work fixed in an establishment under clause 4.1.1.

6.2.3 Rest Period After Overtime

- 6.2.3.1 When overtime work is necessary employees must have at least eight consecutive hours off duty between the work of successive days.
- 6.2.3.2 An employee (other than a casual employee) who works overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day whereby the employee has not had at least eight consecutive hours off duty between those times must, subject to this subclause, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.2.3.3 If the employer instructs such an employee to resume or continue work without having had eight consecutive hours off duty the employee must be paid at double rates until released from duty for eight consecutive hours and the employee is also entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.2.4 Call Back

- 6.2.4.1 An employee recalled to work overtime after leaving the employer's business premises must be paid for a minimum of three hours' work at the appropriate rate for each time the employee is so recalled. Except in unforeseen circumstances, the employee will not be required to work the full three hours if the work the employee was recalled to perform is completed within a shorter period.
- 6.2.4.2 This does not apply in cases where it is customary for an employee to return to the employer's premises to perform specific work outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 6.2.4.3 Overtime worked in this Clause will not be regarded as overtime for the purpose of 6.2.3 when the actual time worked is less than three hours on such recall or on each of such recalls.
- 6.2.4.4. Where an employee is called back to duty, the employee must be paid overtime as from the time the employee leaves their home and will end when the employee returns home.

6.2.5 Time Off in Lieu

Payment must be made for overtime worked under 6.2.2. except when during the same pay period in which the overtime is worked an employee requests equivalent time off in lieu thereof. The time off in lieu must be granted at a time which is mutually agreed between the employer and employee concerned. Time off in lieu is calculated on a hour for hour basis.

6.2.6 Meal Allowance

- 6.2.6.1 Any employee who is required to work overtime at the end of such employee's day for more than 2 hours without being notified on the previous day or earlier of the requirement to work, must be provided with a meal free of cost or alternatively, must be paid an amount as provided by the relevant SA Health (Health Care Act) Human Resources Manual.
- 6.2.6.2 The provision of a free meal or the payment of meal money need not be made to employees living in the same locality who can reasonably return home for meals.
- 6.2.6.3 These provisions do not apply to employees working overtime on call back under 6.2.4.

6.2.7 Overtime Calculations

In calculating overtime each day shall stand alone.

Clause 6.3 Allowances

OPDATE 21:10:97 on and from

6.3.1 The allowances to be paid to employees are set out in Schedule 2.

6.3.2 The allowances are to be paid irrespective of the times at which work is being performed and are not subject to any premium or penalty additions. Where more than one of the rates prescribed provides payment for disabilities of substantially the same nature then only the highest of such rates will be payable.

Clause 6.4 Uniforms and Protective Clothing

OPDATE 01:10:2019 on and from

6.4.1 For employees of Health Units uniforms or protective clothing are to be provided if any of the following circumstances exist:

- the Chief Executive Officer requires an employee to wear a distinctive uniform or an item of clothing; or
- the nature of the employee's work involves a significant risk of damage to the employee's clothing if not protected; or
- the Chief Executive Officer is required by Statute to provide clothing for safety.

6.4.2 It is the responsibility of the Chief Executive Officer to determine which categories of staff are to be supplied with uniforms/protective clothing.

6.4.3 An employee must, on leaving employment, return the current issue of uniforms/protective clothing which has been issued to them by the Hospital, Health Centre or Agency in good order. Reasonable wear and tear will be excepted. An employee failing to do so will be charged an amount equal to the cost price of the uniform/protective clothing concerned.

6.4.4 For employees of the Department of Human Services the relevant prescription is contained in the Department of the Premier and Cabinet Conditions of Employment Manual for Weekly Paid Employees.

Clause 6.5. Weekend Duty

OPDATE 21:10:97 on and from

An employee, whose ordinary hours of duty are rostered over 6 or 7 days of the week must be paid for work done during ordinary rostered hours (i.e. not being overtime) between midnight on Friday and midnight on the following Sunday, an additional payment calculated at the rate of 50 per cent of the employees ordinary rate. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in this award.

PART 7 - UNION PROTECTION AND CONSULTATION

OPDATE 21:10:97 on and from

Clause 7.1 Grievance and Dispute Settling Procedure

OPDATE 01:10:2019 on and from

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

7.1.1.1 The parties to the procedure are obliged to make every endeavour to facilitate the effective functioning of this procedure.

7.1.1.2 Unions and the Hospital, Health Centre or Agency should notify each other in writing the names of their duly accredited representatives who would be responsible, initially, for matters arising on the job. The accredited job representative(s) of the Union will be the only person(s) entitled to make representations on behalf of members of the Union employed by the Hospital, Health Centre or Agency and the Hospital, Health Centre or Agency representatives thus accredited will be responsible for dealing with matters raised by the Union job representatives.

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

7.1.1.4 The accredited Union 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.

7.1.1.5 If the matter is not resolved at this level the Union representative should ask for it to be referred to the Hospital, Health Centre or Agency representative nominated under 7.1.1.2, who will arrange a conference to discuss the matter.

7.1.1.6 The consultation process as prescribed in 7.1.1.5 must be commenced within 24 hours of the grievance, dispute or likely dispute having been indicated, or within a period agreed by the parties.

7.1.1.7 If the matter is not resolved at the conference convened under 7.1.1.5, the Union representative must advise the appropriate official of the Union of the matter in issue and a conference on the matter will be arranged to be attended by the official or officials and the Union job representative concerned as the Union may decide, and by the designated Hospital, Health Centre or Agency representative and such other representatives, which may include the Department for Health and Wellbeing, as the Health Unit may decide, or the Department of Treasury and Finance.

7.1.1.8 If a matter cannot be resolved when the above procedures have been implemented, the Hospital, Health Centre or Agency and the Union should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this level of consultation the Department of Treasury and Finance should be involved.

7.1.1.9 At any stage in the procedures after consultation between the parties has taken place under these procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties.

7.1.1.10 If the grievance, dispute or likely dispute is not resolved under these procedures either party may refer the matter to the South Australian Employment Tribunal.

7.1.1.11 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with under these procedures. On a status quo basis will mean the work situation in place at the time the matter was first raised under these procedures.

7.1.1.12 If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may take the matter to another level of the procedure.

7.1.1.13 If a party fails to observe these procedures, the other party may take such steps to resolve the matter.

7.1.1.14 These procedures will not restrict the Hospital, Health Centre or Agency or its representatives or a duly authorised official of the Union making representations to each other.

Clause 7.2 Enterprise Flexibility Provision

OPDATE 01:10:2019 on and from

7.2.1 In this clause a **relevant union** means an organisation of employees that:

7.2.1.1 has an interest in this award; and

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

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

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

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

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

7.2.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary must be made to the Tribunal. The agreement must be made available in writing, to all employees at the enterprise or workplace and the **relevant unions**.

7.2.6 When this award is varied to give effect to an agreement made pursuant to this clause the variation must become a schedule to this award and the variation must take precedence over any provision of this award to the extent of any expressly identified inconsistency.

7.2.7 The agreement must meet the following requirements to enable the Tribunal to vary this award to give effect to it:

7.2.7.1 that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;

7.2.7.2 that the majority of employees covered by the agreement genuinely agree to it.

7.2.7.3 that the award variation necessitated by the agreement meets the requirements of Section 79(1)(e) of **the Act**.

Clause 7.3 Right of Entry

OPDATE 01:10:2019 on and from

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

7.3.1.1 Inspect time books and wages records; and

7.3.1.2 Inspect the work carried out at the workplace and note the conditions under which the work is carried out; and

7.3.1.3 If specific complaints of non-compliance with the award have been made, interview any person who works at the workplace about the complaints.

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

7.3.3 A person exercising these powers must not interrupt the performance of work at the workplace or:

(a) harass an employer or employee; or

(b) address offensive language to an employee or an employer; or

(c) hinder or obstruct an employee in carrying out a duty of employment; or

(d) use or threaten to use force in relation to an employer, an employee or any other person.

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

PART 8 - MISCELLANEOUS

OPDATE 21:10:97 on and from

Clause 8.1. Other Conditions of Employment

OPDATE 01:10:2019 on and from

For the information of persons affected by this Award, the Tribunal advises that terms and conditions of employment not specifically dealt with in this Award can be found in the SA Health (Health Care Act) Human Resources Manual or the Department of the Premier and Cabinet - Conditions of Employment Manual for Weekly Paid Employees, as appropriate, or such other arrangements as may be agreed between the parties.

Clause 8.2. Introduction of Change

OPDATE 21:10:97 on and from

8.2.1. Notification of Intended Changes

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

8.2.1.2 “Significant Effects” include:

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

Where the Award makes provision for alteration of any of the other matters referred to herein an alteration may be deemed not to have **significant effect**.

8.2.2 Consultation with Employees and their Union or Unions

8.2.2.1 The employer must discuss with the employees affected and the relevant Union(s) among other things,

- (i) the introduction of the changes referred to in 8.2.1.1
- (ii) the effects the changes are likely to have on employees
- (iii) measures to avert or mitigate the adverse effects of such changes on employees.

The employer must give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.

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

8.2.2.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and the relevant Union(s);

- (i) all relevant information about the changes, including the nature of the changes proposed; and
- (ii) the expected effects of the changes on the employees and any other matters likely to affect them. Employer(s) are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employers interests.

Clause 8.3. Existing Conditions

OPDATE 21:10:97 on and from

Nothing in this Award must be considered to alter any existing condition, privilege or custom in respect of any matter not specifically provided for.

Clause 8.4. Reserved Matters

OPDATE 21:10:97 on and from
Activity Schedules

Utility - Level 1

- . body spills
- . cleaning of beds, furniture and equipment

Utility - Level 2

- . the use of shampooing machinery requiring the calibration, selection of chemicals and adjustment of pressures
- . the stripping and resealing of floors requiring selection of chemicals, equipment and accessories

Sterile and Supply Services - Level 1 or 2

- . prepare, wash, clean, sterilise, assemble, label and pack medical and laboratory equipment and media production.

Allowances

Payment of the allowance prescribed in clause 18 (e) (a) of the former Public Hospitals (General) Etc., Ancillary Award to employees previously classified as Medical and Hospital Orderlies who attend Post-Mortems.

Clause 8.5. Anti-Discrimination

OPDATE 01:10:2019 on and from

8.5.1 It is the intention of the parties to this award to achieve the principal object of section 3(1)(m) of the *Fair Work Act 1994* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

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

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

8.5.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation.

8.5.3.2 until considered and determined further by the South Australian Employment Tribunal, the payment of different wages for employees who have not reached a particular age.

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

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

8.5.4.1 a matter referred to in 8.5.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

8.5.4.2 a matter referred to in 8.5.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminated the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

Clause 8.6 Additional Compensation for Certain Work Related Injuries or Illnesses

OPDATE 30:09:1987 on and from

The employer must pay and/or provide benefits pursuant to Schedule 8 of this Award.

PART 9 - LEAVE**Clause 9.1 Personal Leave – Injury and Sickness**

OPDATE 21:02:2006 on and from

9.1.1 Entitlement to personal leave

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

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

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

9.1.2 Accrual of personal leave entitlement

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

9.1.2.1(a) For the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours.

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

(i) a full-time employee accrues 76 hours.

(ii) a part-time employee accrues pro rata hours in accordance with the following formula:

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

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

9.1.3 Conditions for payment of personal leave

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

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

9.1.3.1(b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

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

Clause 9.2 Bereavement Leave

OPDATE 21:02:2006 on and from

9.2.1 Entitlement to leave

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

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

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

9.2.2 Unpaid entitlement to leave

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

9.2.3 Effect of other leave

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

Clause 9.3 Parental Leave

OPDATE 21:02:2006 on and from

9.3.1 Definitions

In this clause, unless the contrary intention appears:

- 9.3.1.1 **Adoption** includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.
- 9.3.1.2 **Adoption leave** means adoption leave provided under 9.3.3.4.
- 9.3.1.3 **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.
- 9.3.1.4 **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.
- 9.3.1.5 **Extended adoption leave** means **adoption leave** provided under 9.3.3.4(b).
- 9.3.1.6 **Extended paternity leave** means **paternity leave** provided under 9.3.3.3(b).
- 9.3.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 9.3.1.8 **Maternity leave** means maternity leave provided under 9.3.3.2.
- 9.3.1.9 **Medical certificate** means a certificate as prescribed in 9.3.5.1.
- 9.3.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 9.3.1.11 **Paternity leave** means paternity leave provided under 9.3.3.3.
- 9.3.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 9.3.1.13 **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).
- 9.3.1.14 **Short adoption leave** means **adoption leave** provided under 9.3.3.4(a).
- 9.3.1.15 **Special adoption leave** means **adoption leave** provided under 9.3.10.
- 9.3.1.16 **Special maternity leave** means **maternity leave** provided under 9.3.9.1.
- 9.3.1.17 **Spouse** includes a defacto spouse or a former spouse.

9.3.2 Employer's responsibility to inform

9.3.2.1 On becoming aware that:

- (a) an employee is pregnant; or
 - (b) an employee's *spouse* is pregnant; or
 - (c) an employee is adopting a *child*,
- an employer must inform the employee of:
- (i) the employee's entitlements under this clause; and
 - (ii) the employee's responsibility to provide various notices under this clause.

9.3.3 Eligibility for and entitlement to parental leave

9.3.3.1 Subject to the qualifications in 9.3.4, the provisions of this clause apply to full-time, part-time and *eligible casual employees* but do not apply to other employees.

9.3.3.1(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).

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

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

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

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

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

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

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

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

9.3.3.4(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*).

9.3.3.4(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*).

9.3.4 Qualifications on entitlements and eligibility

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

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

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

9.3.4.3 The entitlement to *parental leave* is reduced:

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

9.3.5 Certification required

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

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

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

9.3.5.2(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*.

9.3.5.2(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.

9.3.6 Notice requirements

9.3.6.1 Maternity leave

9.3.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the *child*, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence *maternity leave* stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 9.3.5 within two weeks after the change takes place.

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

9.3.6.2 Paternity leave

An employee must:

- 9.3.6.2(a) Not less than 10 weeks prior to each proposed period of *paternity leave*, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of *paternity leave*.
- 9.3.6.2(b) Notify the employer of any change in the information provided pursuant to 9.3.5 within two weeks after the change takes place.

9.3.6.3 Adoption leave

An employee must:

- 9.3.6.3(a) On receiving notice of approval for *adoption* purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of *adoption leave* the employee proposes to take.
- 9.3.6.3(b) In the case of a *relative adoption*, so notify the employer on deciding to take a *child* into custody pending an application for *adoption*.
- 9.3.6.3(c) As soon as the employee is aware of the expected date of placement of a *child* for *adoption* purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of *short adoption leave* to be taken.
- 9.3.6.3(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.

9.3.6.4 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.

9.3.7 Taking of parental leave

- 9.3.7.1 No employee may take *parental leave* concurrently with such leave taken by the employee's *spouse*, apart from *paternity leave* of up to one week at the time of the birth of the child or *adoption leave* of up to 3 weeks at the time of the placement of the *child*.
- 9.3.7.2 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.
- 9.3.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.
- 9.3.7.4 A period of *maternity leave* must be taken as one continuous period and must include, immediately following the birth of the *child*, a period of 6 weeks of compulsory leave.
- 9.3.7.5 Subject to 9.3.4 and unless agreed otherwise between the employer and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.
- 9.3.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the *child*, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 9.3.7.7 Where leave is granted under 9.3.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 9.3.7.8 *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.
- 9.3.7.9 *Adoption leave* cannot extend beyond the *child's* fifth birthday.
- 9.3.7.10 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.
- 9.3.7.11 Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 9.3.15.

9.3.8 Variation and cancellation of parental leave

- 9.3.8.1 Without extending an entitlement beyond the limit set by 9.3.3, *parental leave* may be varied as follows:
- 9.3.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
- 9.3.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 9.3.8.2 *Parental leave*, if applied for but not commenced, is cancelled:
- (a) should the pregnancy terminate other than by the birth of a living *child*; or
- (b) should the placement of a *child* proposed for *adoption* not proceed.
- 9.3.8.3 If, after the commencement of any *parental leave*:
- (a) the pregnancy is terminated other than by the birth of a living *child* or, in the case of *adoption leave*, the placement of the *child* ceases; and
- (b) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.
- 9.3.8.4 *Parental leave* may be cancelled by agreement between the employer and the employee.

9.3.9 Special maternity leave and personal leave

9.3.9.1 If:

(a) an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under 9.1; or

(b) the pregnancy of an employee not then on *maternity leave* terminates after 28 weeks otherwise than by the birth of a living *child*, she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as *special maternity leave*) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, *special maternity leave* and *maternity leave* must not exceed the period to which the employee is entitled under 9.3.3.2 and she is entitled to take unpaid *special maternity leave* for such periods as a registered medical practitioner certifies as necessary.

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

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

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

9.3.10 Special adoption leave

9.3.10.1 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*.

9.3.10.2 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.

9.3.10.3 The leave under this clause 9.3.10 is to be known as *special adoption leave* and does not affect any entitlement under 9.3.3.

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

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

9.3.11 Transfer to a safe job - maternity leave

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

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

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

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

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

9.3.11.3 Leave under this clause 9.3.11 will be treated as *maternity leave*.

9.3.12 Part-time work

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

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

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

9.3.13 Communication during parental leave

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

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

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*.

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

9.3.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 9.3.13.1.

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

9.3.14 Return to work after parental leave

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

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

(a) to the position which the employee held immediately before commencing *parental leave*; or

(b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

9.3.14.3 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.

9.3.15 Right to request

9.3.15.1 An employee entitled to *parental leave* pursuant to clause 9.3.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 9.3.3.3(a) and 9.3.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid *parental leave* provided for in 9.3.3.2 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.

9.3.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable

grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

9.3.15.3 The employee's request and the employer's decision made under 9.3.15.1(b) and (c) must be recorded in writing.

9.3.15.4 Where an employee wishes to make a request under 9.3.15.1(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*.

9.3.16 Termination of employment

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

9.3.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on *parental leave*. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

9.3.17 Replacement employees

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

9.3.17.2 Before an employer engages a *replacement employee* the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Clause 9.4 Personal Leave To Care For A Family Member

OPDATE 21:02:2006 on and from

9.4.1 Definitions

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

9.4.1.2 *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.

9.4.1.3 *Personal leave* means leave provided for in accordance with clause 9.1.

9.4.2 Paid personal leave to care for a family member

9.4.2.1 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 76 hours in any completed year of *continuous service* (pro rata for *part-time employees*) to provide care and support for such persons when they are ill.

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

9.4.2.3 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.

- 9.4.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 9.4.2.5 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.
- 9.4.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 9.4.2.7 The amount of *personal leave to care for a family member* taken is to be deducted from the amount of the employee's *personal leave* credit.

9.4.3 Unpaid personal leave to care for a family member

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

9.4.4 Single day absences

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

9.4.5 Casual employees caring responsibilities

- 9.4.5.1 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 9.2 and 9.4, casuals are entitled to not be available to attend work, or to leave work:
- (a) to care for a member of their *family* who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (b) upon the death of a *family* member.
- 9.4.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 9.4.5.1 is:
- (a) the period agreed upon between the employer and the employee; or
 - (b) up to 48 hours (or 2 days) per occasion.
- 9.4.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 9.4.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 9.4.5.5 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.

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

SCHEDULE 1. RATES OF PAY

OPDATE 01:07:2023 1st pp on or after

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

| | <i>Per week</i> \$ |
|--|-----------------------|
| TRAINING LEVEL | |
| Paid Rate | 926.80 |
| HEALTH ANCILLARY EMPLOYEE LEVEL 1 | |
| Paid Rate | |
| 1st. increment | 950.60 |
| 2nd. increment | 962.70 |
| 3rd. Increment | 975.10 |
| HEALTH ANCILLARY EMPLOYEE LEVEL 2 | |
| Paid Rate | |
| 1st increment | 986.90 |
| 2nd. Increment | 999.00 |
| HEALTH ANCILLARY EMPLOYEE LEVEL 3 | |
| Paid Rate | |
| 1st. Increment | 1,010.80 |
| 2nd. Increment | 1,026.10 |
| HEALTH ANCILLARY EMPLOYEE LEVEL 4 | |
| Paid Rate | |
| 1st. Increment | 1,037.70 |
| 2nd. Increment | 1,050.10 |
| HEALTH ANCILLARY EMPLOYEE LEVEL 5 | |
| Paid Rate | |
| 1st. Increment | 1,065.10 |
| 2nd. Increment | 1,077.30 |
| HEALTH ANCILLARY EMPLOYEE LEVEL 6 | |
| Paid rate | |
| 1st. Increment | 1,096.50 |
| 2nd. Increment | 1,109.70 |
| HEALTH ANCILLARY EMPLOYEE LEVEL 7 | |
| Paid Rate | |
| 1st. Increment | 1,131.60 |
| 2nd increment | 1,144.80 |

(ii) An apprentice Cook must receive the following per centum of the 1st increment of a Health Ancillary Worker Level 5.

| | % |
|----------|------|
| 1st year | 37.5 |
| 2nd year | 50.0 |
| 3rd year | 67.5 |
| 4th year | 85.0 |

Provided that as from 1st pp on or after 01/07/2023 an adult apprentice must receive at least the State Minimum Award Wage of \$898.80.

(iii) Special Arrangements

An employee who is appointed or who performs mixed functions in a higher classification level as a Team Leader (as defined) will retain their existing incremental step in the higher level (i.e. translate "point to point" in the incremental steps).

Where an employee performs Team Leader activities for between eleven and twenty employees such employee will be paid an additional amount of \$19.10 per week.

Where an employee performs Team Leader activities for twenty-one or more employees such employee will be paid a further additional amount of \$19.10 per week.

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC ANCILLARY EMPLOYEES AWARD

SCHEDULE 2. ALLOWANCES

OPDATE 01:07:2023 1st pp on or after

This Schedule shall operate on and from the first full pay period commencing on or after 1 July 2023.

The following allowances will be paid as prescribed irrespective of the times at which work is being performed and shall not be subject to any premium or penalty payments.

(a) Payment for Post-Mortems

An employee in the occupational grouping of Client and Allied Care attending post-mortem examinations on a badly decomposed body, must be paid in addition to the ordinary rate of pay an allowance of \$34.45.

The Medical Director or the Medical Directors' delegate will have sole discretion in determining what is a badly decomposed body, for the payment of this allowance.

(b) Cold Places

An employee required to work in places where the temperature is reduced by artificial means must be paid extra rates as prescribed below whilst working in such temperatures.

The following amounts will apply:-

- (i) between minus 1 degree Celsius and 7 degrees Celsius (inclusive), 62 cents per hour.
- (ii) between minus 18 degrees Celsius and minus 2 degrees Celsius (inclusive), 91 cents per hour.
- (iii) below minus 18 degrees Celsius, \$1.50 per hour.

The appropriate extra hourly rate must be paid for any hour or part thereof during which the employee is working in the temperature ranges prescribed above, even where during any hour the employee works in more than one such temperature range, the employee will be entitled for that hour only to the rate applicable for the lower or lowest temperature range in which the employee has worked.

(c) Disability Allowance

In addition to the rates prescribed herein employees located at the Hillcrest or Glenside Hospitals, or the Strathmont Centre, who are required to work in patient contact areas (where patients are mentally or intellectually disabled) will be paid an allowance of 77 cents per hour for time so worked. The allowance is to compensate employees for all disabilities associated with the work including involvement with patients (which may include the supervision of patients engaged in programmes of rehabilitation) and the performance of duties with or in close proximity of patients. The allowance is only payable for actual patient contact periods.

(d) Whyalla Loading

Employees whose employment necessitates their residing within a radius of 8 kilometres of the Chief Post Office at Whyalla or Iron Knob must be paid in addition to the wages or rates prescribed in this Award a cost of living loading as prescribed.

| | |
|--------------------------|-------------------|
| 21 years of age and over | 50 cents per week |
| Under 21 years of age | 25 cents per week |

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

Schedule 3. Translation Arrangements

OPDATE 01:10:2019 on and from

1. This award contains new classification level definitions and rates of pay.
2. Agencies/Health Units etc. will examine each position against the new classification level definitions and activity schedules to determine the appropriate classification for each position. This will be completed within 3 months of the variation/making of this award.
3. Employees will be translated into the classification level determined on a wage rate equal to their existing wage rate or if no such wage rate exists, then at the next highest rate available in that level.
4. As part of the translation process the maximum increase that will be payable to any employee will be the weekly equivalent of \$750 per annum rounded to the nearest 10 cents i.e. \$14.40 per week. Therefore, if translation to the appropriate incremental level in the new wages structure gives an employee an increase in wages greater than \$14.40 per week, adjustment of the employee's new wage rate will be made on the basis of a \$14.40 per week increase on the date of translation, with, as appropriate, further increases of no more than \$14.40 per week at three monthly intervals thereafter until the employee reaches the appropriate incremental wage.

Thereafter, the employee will progress up the incremental scale appropriate to the employee's work level in accordance with normal incremental progression procedures except existing employees who translate to the 1st operative level in which case six months will apply in lieu of twelve months.

5. Regardless of the date upon which the Agency/Health Unit etc. determines the new classification level of an employee during the 3 month period referred to at point 2, the date of translation shall be deemed to be the date of operation determined by the South Australian Employment Tribunal when varying/making the award.
6. Notwithstanding point 5 above, where an employee's job has been redesigned and/or training has been necessary to allow an employee to be translated into a new classification, the operative date shall be deemed to be the date upon which such job redesign and/or training is completed.
7. Where it has been determined that an employee will be translated into a classification level, the maximum wage rate of which is less than the employee's present substantive rate of pay, (inclusive of service and overaward payment, tradespersons allowance and other allowances where relevant), the employee will be classified at the level but shall be 'pegged' at their existing rate of pay.

An employee whose rate of pay has been 'pegged' shall receive no further increases until the rate of pay of the new classification exceeds the employee's substantive rate. However, wage rates will be adjusted by increases of general application in the following manner:

- (i) Where rates of pay are increased as a result of a State Wage Case decision and the increase relates to an economic increase of general application, then 'pegged' rates of pay will be increased accordingly.
 - (ii) Where rates of pay are increased as a result of a State Wage Case decision and that increase is subject to a prescribed non economic outcome e.g. productivity assessment, structural change etc. then 'pegged' rates of pay will not be increased.
8. Employees whose rate has been pegged shall have that rate of pay maintained by administrative action in accordance with 7 (i) and (ii) above.
 9. Where an employee does not agree with the classification level into which he/she has been translated, the employee will give written notice to the employer of the disagreement within three months of receiving notification of their substantive level. When the employee has exhausted any local classification review procedures, the employee may invoke the Grievance and Dispute Settling Procedure of this award.
 10. For existing employees who at the date of translation are receiving the third year rate of pay and translate into level one, such employees will progress to the next steps in the first operative level at six monthly intervals.

For employees on other than the third year rate of pay, progression to the next immediate step in the structure will occur either on the anniversary of the employees appointment to government service or after six months from the date of translation, which ever is the latter. Thereafter progression to the incremental step in the 1st operative level will occur after six months.

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

Schedule 4. Activity

OPDATE 18:02:2000 on and from

ACTIVITY SCHEDULE: CATERING

To cover all duties of ancillary employees at the appropriate level associated with:-

- food and liquids, including ordering, storage (including imprest) preparation, cooking and serving and delivery of the meal as appropriate but excluding the regulating of client food and liquid intake
- work area, equipment and utensil cleaning including hygiene and removal of kitchen waste
- cafeterias, vending machines and canteens including food preparation serving, cashier duties and responsibilities and table arrangement.

LEVEL 1

Typical activities include:

- preparation of vegetables, meat, salads and sandwiches
- open can foods
- prepare breakfast trolleys
- make toast
- preset trays
- reheat and reconstitution of food
- deliver trolleys and food
- assist in serving meals
- serve, plate and deliver food
- tea and coffee making
- wash, refill and distribute water jugs to patients
- serve beverages
- load and unload goods
- issue lunch items
- receipt of food from internal services
- stock and clean vending machines
- clean servery
- wash utensils and equipment, kitchen floors and dishes
- spot cleaning and tidy fridges, stoves, canteen etc.
- empty bins
- arrange cafeteria tables and chairs
- food preparation and serving in deli/canteen
- undertake training in tasks as required

ACTIVITY SCHEDULE: CATERING

LEVEL 2

Typical activities include all lower level tasks plus:

- preparation of breakfasts, soups, gravies and convenience foods
- cut and portion pack of meals
- receive stock, reconstitute (requiring decision on temperature and time selection) and plate frozen food
- maintain stock sheets
- unlock cafeteria and switch on required equipment
- cashier duties
- report food complaints
- assist patients to fill-out menus
- stocking and upkeep of vending machines
- undertake training in tasks as required

ACTIVITY SCHEDULE: CATERING

LEVEL 3

Typical activities include all lower level tasks plus:

- cook cafeteria style food items
- order stocks of special fluids
- prepare special fluids
- see patients re dietary requirements
- collate menus and make up bulk orders
- assist in and organise special functions
- undertake training in tasks as required
- collate total food requirements by the use of electronic equipment

ACTIVITY SCHEDULE: CATERING**LEVEL 4**

Typical activities include all lower level tasks plus:

- organise and supervise functions
- responsible for all meals and beverages served
- order and control non production food lines
- high degree of patient contact regarding food distribution
- undertake training in tasks as required
- liaise with dietitian on food requirements for all patients
- oversight the preparation of formulation of all infant formulas

ACTIVITY SCHEDULE: CATERING**LEVEL 5**

Typical activities include all lower level tasks plus:

To be either:-

(1) Trades Cook with associated duties of:-

- balance menu
- special diet cooking
- train apprentices
- oversight of cooking staff
- liaise with supply officers re food orders
- order and control production food

OR

(2) have skills in diet kitchen

- collate diet meal orders
- liaise with cooks re diet requirements
- assist other staff in diet kitchen functions
- undertake training in tasks as required

ACTIVITY SCHEDULE: CATERING**LEVEL 6**

Typical activities include all lower level tasks plus:

have post trade qualifications

- Pastry Cook with duties of:-

- make, bake and decorate cakes and pastries yeast preparation
- undertake training in tasks as required

ACTIVITY SCHEDULE: CATERING**LEVEL 7**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: CLIENT AND ALLIED CARE SERVICES

To cover all duties of ancillary employees at the appropriate level associated with:-

- the provision and assistance in the provision of services to client care including those related to the distinct areas of surgical shaving, pathology, orthopaedic services, theatre, spinal and high dependency wards, and other areas as agreed.
- The processing and maintaining of x-ray films, including the cleaning of machines and darkrooms together with the mixing of processing agents.
- the transportation of clients and client-focussed equipment, aides and associated objects including active client records, specimens, prescriptions, medications and chemicals within the particular health unit environment.
- the collection, erection, cleaning, safety-check and preliminary maintenance, dismantling and storage of client equipment and aides.

LEVEL 2

Typical tasks to include all lower level tasks plus:

- loading and unloading patients
- transport of patients
- assist in the admission of patients
- routine keyboard skills
- assist in all aspects of patient care
- lifting of patients including the use of appropriate equipment
- observe to be trained in and assist in surgical shaves, mortuary, plaster work
- observe, to be trained in and assist in switchboard duties incorporating a working knowledge of hospital procedures
- collection, erection, dismantling, storage, cleaning and maintenance of patient equipment and aides
- clean and remake barouches
- collection of blood and drugs for patient use as directed
- undertake training in tasks as required

ACTIVITY SCHEDULE: CLIENT AND ALLIED CARE SERVICES**LEVEL 3**

Typical tasks to include all lower level tasks plus:

- assist in and provide a high standard of patient care
- perform surgical shaves
- perform plaster duties
- assist with autopsies
- undertake training in tasks as required
- as a member of a team, assist, under direction in the control of patients
- observe, to be trained in, and assist in theatre, spinal injury care and high dependency ward work, pathology and orthopaedic work

ACTIVITY SCHEDULE: CLIENT AND ALLIED CARE SERVICES**LEVEL 4**

Typical tasks to include all lower level tasks plus:

To provide a high standard of specialised patient care and/or skill in one of the following areas:

- spinal injury
- orthopaedic service
- pathology
- high dependency units
- theatre duties including:
 - primary positioning of patient
 - preparation of and adjustments to operating table and associated attachments
 - maintenance, cleaning and safety checking of theatre equipment
 - setting up of Theatre equipment e.g. microscopes, dithermyls, lights and lasers
 - application of plasters and traction techniques
 - supportive services as required in theatre environment
 - transportation of patients within theatre units
- undertake training in tasks as required

ACTIVITY SCHEDULE: CLIENT AND ALLIED CARE SERVICES**LEVEL 5**

Typical tasks to include all lower level tasks plus:

- operative skills in three specialised functions described at level 4
- undertake training in tasks as required
- provision of on the job training in specialists areas or functions described at level 4

ACTIVITY SCHEDULE: CLIENT AND ALLIED CARE SERVICES**LEVEL 6**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: CLIENT AND ALLIED CARE SERVICES**LEVEL 7**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: UTILITY SERVICES

To cover all duties of ancillary employees at the appropriate level associated with:-

- cleaning all areas of health units both inside and out
- delivery, collection and disposal of linen as appropriate and delivery, collection, disposal, sorting, storage, imprest and disposal as appropriate of all types of health unit refuse, trolleys, mail, administrative documents and inactive client records as appropriate
- the removal, transportation and storage of equipment and objects within the health unit
- provision of in-home services consistent with the duties defined by this stream.

LEVEL 1

Typical tasks to include:

- mopping, dusting, polishing, washing, sweeping and all vacuuming of carpets
- routine floor maintenance, including the routine shampooing of carpets or similar, requiring the use of electrically powered hand equipment and/or walk behind equipment and plant
- high cleaning, wall washing
- window cleaning using window cleaning tools with extension arms or other accessories but not involving the use of ladders or harnesses
- curtain cleaning
- cleaning of toilets
- bed making (non patient areas)
- moving furniture and objects
- rubbish collection, removal and disposal
- collection and delivery of linen
- assist in loading, unloading and transport of linen and equipment
- delivery and collection of meal trolleys
- checking and delivery of gas cylinders
- cleaning and upkeep of equipment
- undertake training in tasks as required

ACTIVITY SCHEDULE: UTILITY SERVICES**LEVEL 2**

Typical tasks to include all lower level tasks plus:

- initiate requisition for repairs to equipment
- undertake training in tasks as required

ACTIVITY SCHEDULE: UTILITY SERVICES**LEVEL 3**

Typical tasks to include all lower level tasks plus:

- order, storage and imprest of linen and uniforms
- collection, delivery and imprest of pharmacy to wards
- undertake training in tasks as required

ACTIVITY SCHEDULE: UTILITY SERVICES

LEVEL 4

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: UTILITY SERVICES**LEVEL 5**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: UTILITY SERVICES**LEVEL 6**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: UTILITY SERVICES**LEVEL 7**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: STERILE AND SUPPLY SERVICES

To cover all duties of ancillary employees at the appropriate level associated with:-

- Collection, sorting, washing, cleaning, sterilising, drying, folding, pressing, packing, labelling and delivering and maintenance of, imprest of material supplies including linen and uniforms where appropriate.
- The operations of the Central Sterile Supply Department, Theatre Sterile Supply Unit and the Hospital Sterilising Decontamination Unit.
- The functions, of ancillary employees in laboratories that are consistent with the duties defined by this stream and the functions of ancillary employees in media production and animal care.
- Maintenance of work area.

LEVEL 1

Typical tasks at this level include:

- pick up of soiled equipment, uniforms and linen
- prepare, wash, clean, sterilise, sort, dry fold, iron, label, pack, deliver and store, as appropriate, laundry, uniforms, linen.
- operate mechanical washing machines, sealing units, hot air ovens and incubators
- imprest laundry, linen, uniforms and sterilised articles
- receive linen and uniforms from Central Linen Service
- undertake basic laboratory tasks under direct technical instruction
- operates laundry equipment
- assists with records
- undertake training in tasks as required
- switch on and off steriliser/ultra sonic washer/Ethylene Oxide equipment

ACTIVITY SCHEDULE: STERILE AND SUPPLY SERVICES**LEVEL 2**

Typical tasks at this level include all lower level tasks plus:

- minor sewing repairs by hand or machine
- assist in liaison with Central Linen Service
- receive, check, issue and imprest linen, laundry, uniforms and laboratory consumables
- undertake operative laboratory tasks under technical direction eg dispense agar and prepare batch sheets for media production
- upkeep of laboratory equipment
- undertake training in tasks as required

ACTIVITY SCHEDULE: STERILE AND SUPPLY SERVICES**LEVEL 3**

Typical tasks at this level include all lower level tasks plus:

- major sewing repairs and/or manufacture by hand or machine
- interpret sewing patterns and work from patterns to repair and manufacture
- advanced sewing
- liaise with Central Linen Service
- ordering of equipment and supplies for Sterilising Units
- undertake higher level operative tasks under technical direction eg prepare a range of microbiological culture media with regard to specified tolerances, use of a range of laboratory equipment
- undertake training in tasks as required

ACTIVITY SCHEDULE: STERILE AND SUPPLY SERVICES**LEVEL 4**

Typical tasks at this level include all lower level tasks plus:

- oversee mechanical, chemical, biological and monitoring controls in CSSD, TSSU or HSDU operations
- responsible for quality control records of Autoclave
- oversee all imprest of S.S. stock
- oversee Ethylene Oxide Sterilising process and Ultra Sonic cleaning
- oversee spore reports
- investigate production problems
- document equipment performance levels
- undertake training in tasks as required
- oversee preparation of microbiological culture media production

ACTIVITY SCHEDULE: STERILE AND SUPPLY SERVICES**LEVEL 5**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: STERILE AND SUPPLY SERVICES**LEVEL 6**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: STERILE AND SUPPLY SERVICES**LEVEL 7**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: DIRECT CARE

To cover all duties of ancillary employees at the appropriate level associated with:-

- the provision of direct client care and service by assisting, under supervision, in a variety of therapy services including physiotherapy, occupational therapy, industrial therapy and recreational services.
- the provision of Direct Care Attendant duties, as defined below.
- assistance in the care and supervision of clients except where otherwise defined.
- the provision of a specific direct client service such as hairdressing.
- the provision of in-home services consistent with the duties defined by this stream.

Direct Care Attendant duties include, but are not limited to:

1. Bathing, showering, personal hygiene, dressing and grooming of patients.
2. Assist with the feeding of patients.
3. Assist with pressure area care of patients.
4. Toileting/continence management of patients.
5. Maintenance of mobility/dexterity.
6. Transfer and lifting of patients, including use of mechanical aides.
7. Information recording.
8. Bedmaking.
9. Cleaning of equipment and tidying up of patients rooms.

Employees undertaking Direct Care Attendant duties may be classified at level 2 or 3, dependent on the experience of the employee and the level of supervision provided.

LEVEL 1

Typical tasks at this level include:

- assist with the implementation of the early childhood program as directed
- ensure the health, hygiene and safety of the children in care
- assist in preparation of snacks and beverages for children
- undertake training in tasks as required

ACTIVITY SCHEDULE: DIRECT CARE**LEVEL 2**

Typical tasks at this level include all lower level tasks plus:

- assist in the preparation and implementation and evaluation of Child Care developmental programs and the implementation of programs suited to the needs of individual children and groups
- be aware of and check the safety and storage of equipment and materials used by children
- apply established child care practises and procedures
- undertake training in tasks as required

A Direct Care Attendant with limited or no experience who performs the Direct Care Attendant duties as defined herein, under general supervision, will be classified at level 2.

ACTIVITY SCHEDULE: DIRECT CARE**LEVEL 3**

Typical tasks at this level include all lower level tasks plus:

- Under supervision provide assistance to clients in their undertaking of one of the following fields:
 - physiotherapy
 - industrial therapy
 - occupational therapy
 - recreational activities
 - handicraft activities
 - undertake training in tasks as required

A Direct Care Attendant who undertakes the full range of Direct Care Attendant duties as defined herein, exercising judgement and initiative in the day to day execution of their work, will be classified at level 3.

ACTIVITY SCHEDULE: DIRECT CARE**LEVEL 4**

Typical tasks at this level include all lower level tasks plus:

- under direction provide assistance to clients over a range of therapies
- under direction provide care, supervision and specialised skills to a broad range of clients/patients
- undertake training in tasks as required

ACTIVITY SCHEDULE: DIRECT CARE**LEVEL 5**

Typical tasks at this level include all lower level tasks plus:

- guide and direct unqualified child care workers
- develop, plan, implement and evaluate a Child Care program designed to create a nurturing environment under supervision
- develop, implement and evaluate daily routines
- administer medication on parent or medical authority to children and keep appropriate records
- undertake training in tasks as required

ACTIVITY SCHEDULE: DIRECT CARE**LEVEL 6**

Typical tasks at this level include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: DIRECT CARE**LEVEL 7**

Typical tasks at this level include all lower level tasks plus:

- co-ordinate and direct the activities of qualified and unqualified workers engaged in the implementation and evaluation of Child Care developmental programs and activities in a group setting
- monitor and ensure standards of other workers in the group
- contribute to the development of Child Care services policies
- undertake training in tasks as required

ACTIVITY SCHEDULE: GARDENING AND GROUNDS SERVICES

To cover all duties of ancillary employees at the appropriate level associated with:-

- gardening and grounds maintenance, including the operation of all garden and associated equipment including tractors and the installation and maintenance of watering systems.

LEVEL 1

Typical tasks at this level include:

- maintenance of grounds, gardens, sports field and facilities by undertaking such tasks as mowing, weeding, edging, fertilising, watering, rubbish collection and cleaning using appropriate equipment and including minor maintenance of such equipment/facilities
- assist in the installation and maintenance of watering systems including automatic systems
- assist trade gardeners
- apply pesticides, herbicides and fertilisers, under direction using manual techniques eg hand pump, backpack
- minor construction work i.e. fences and assist in higher level work
- undertake training in tasks as required

ACTIVITY SCHEDULE: GARDENING AND GROUNDS SERVICES**LEVEL 2**

Typical tasks at this level include all lower level tasks plus:

- minor pruning/cutting or similar garden functions
- install watering systems
- basic tractor operations including grounds/sportsfield functions of watering, mowing, raking or similar
- undertake training in tasks as required

ACTIVITY SCHEDULE: GARDENING AND GROUNDS SERVICES**LEVEL 3**

Typical tasks at this level include all Level 1 and 2 tasks plus:

- simple layering, grafting, propagation or similar
- installation and maintenance of a wide range of watering systems
- identification of common pests and diseases and appropriate control
- co-ordinate grounds equipment maintenance and assist in its purchase
- formulate, prepare and apply herbicides and pesticides
- selecting, establishing and maintaining simple gardens
- apply appropriate pesticides, weedicide or speciality fertilisers
- advanced tractor operations requiring the set up and calibration of a broad range of implements to undertake more complex grounds functions
- collect detailed data
- undertake training in tasks as required

ACTIVITY SCHEDULE: GARDENING AND GROUNDS SERVICES**LEVEL 4**

Typical tasks at this level include all level 1,2 and 3 4 tasks plus:

- prepare, formulate and pasteurise soil mixes
- collection of seed and cuttings by species
- determine best conditions for cultivation of a specific collection of plants, compose soil mixes and maintain collection
- undertake training in tasks as required

ACTIVITY SCHEDULE: GARDENING AND GROUNDS SERVICES**LEVEL 5**

Typical tasks at this level include all Level 1,2,3 and 4 tasks plus:

- specialised pruning, transplanting, layering and grafting
- tree surgery, lopping and felling using a range of non mechanical/mechanical equipment
- identification and treatment of pest and diseases
- select, formulate, apply and evaluate horticultural products i.e. chemicals/fertilisers, specialised soil mixes
- contribute to the maintenance of plant labels consistent with international classifications
- implement nursery hygiene and environment programs
- training of apprentices
- undertake training in tasks as required

ACTIVITY SCHEDULE: GARDENING AND GROUNDS SERVICES**LEVEL 6**

Typical tasks at this level include all Level 1,2,3,4, and 5 tasks plus:

- plan, oversee and construct significant garden features
- undertake training in tasks as required

ACTIVITY SCHEDULE: GARDENING AND GROUNDS SERVICES**LEVEL 7**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: TRANSPORT

To cover all duties of ancillary employees at the appropriate level associated with:-

- driving including motor vehicles, motor freight, trucks and buses.
- vehicle courier work involving pathological specimens, records, and results.
- basic maintenance care and custody of vehicles.

LEVEL 1

Typical Activities include:

- interior and exterior cleaning of vehicles,
- greasing motor vehicles,
- fitting tyres to motor vehicles,
- maintaining vehicles cleaning equipment,
- checking and maintaining levels of air pressure, fuel and oil etc. of vehicles,
- removing and attaching ancillary equipment to vehicles upon delivery and prior to disposal,
- loading and unloading vehicles,
- maintaining cleanliness of worksite,
- any driving incidental to the above activities,
- any clerical duties incidental to the above activities,
- undertake training in tasks as required

ACTIVITY SCHEDULE: TRANSPORT**LEVEL 2**

Typical Activities include all lower level tasks plus:

- operate fuel outlet,
- driving rigid motor vehicle having makers capacity at 1.2 tonnes or less,
- any clerical duties incidental to the above activities,
- undertake training in tasks as required

ACTIVITY SCHEDULE: TRANSPORT**LEVEL 3**

Typical Activities include all lower level tasks plus:

- driving the following vehicles:
 - # rigid motor vehicle having a makers capacity over 1.2 tonnes but under 6.99 tonnes,
 - # passenger vehicle with seating capacity of less than 25 passengers,
- any clerical duties incidental to the above activities,
- undertake training in tasks as required

ACTIVITY SCHEDULE: TRANSPORT**LEVEL 4**

Typical Activities include all lower level tasks plus:

- driving the following vehicles:
 - # passenger vehicle with a seating capacity of 25 passengers or more,
 - # rigid motor vehicle having a makers capacity of 7 tonnes and over,
 - # articulated vehicle having a makers capacity less than 21 tonnes,
- any clerical duties incidental to the above activities,
- training and instructing employees in the safe and efficient operation of vehicles prescribed in levels 1, 2, 3 and 4.
- undertake training in tasks as required

ACTIVITY SCHEDULE: TRANSPORT**LEVEL 5**

Typical Activities include all lower level tasks plus:

- driving the following vehicles:
 - # articulated vehicle having a makers capacity of 21 tonnes and over,
 - # heavy trailer combination having a makers capacity of 21 tonnes and over,
- any clerical duties incidental to the above activities,
- training and instructing employees in the safe and efficient operation of vehicles prescribed in levels 1, 2, 3, 4 and 5,
- undertake training in tasks as required

ACTIVITY SCHEDULE: TRANSPORT**LEVEL 6**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: TRANSPORT**LEVEL 7**

Typical activities include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: FACILITY SERVICES

To cover all duties of ancillary employees at the appropriate level associated with:-

- maintenance, relocation, repair, alteration, modification and production of equipment, aides or supplies including equipment which caters for special needs of clients or other equipment and fixtures associated with the interior or exterior of the health unit.
- maintenance of and cleaning of outside areas, including rubbish collection and removal and sump cleaning and maintenance.
- other duties consistent with those defined by this stream that may include the rehabilitation of clients, client supervision, trade or post-trade service and liaison with other Health Unit Staff.

LEVEL 1

- clean facilities, toilets, contents and vehicles inside and out
- minor maintenance to buildings, fences, grounds, contents and equipment and assist in higher level work
- rubbish collection and disposal
- assist in loading and unloading of stores, furniture, materials and similar
- incidental driving requiring a class 1 or 4 license
- clean and maintain swimming pool and surrounds
- appropriate recording of data
- undertake training in tasks as required

ACTIVITY SCHEDULE: FACILITY SERVICES**LEVEL 2**

Typical tasks at this level include all tasks from Level 1 plus:

- request repairs to equipment
- co-ordinate and arrange service and repairs to vehicles and equipment
- general facility maintenance, not to trade standard, including painting and minor repairs to buildings
- undertake training in tasks as required

ACTIVITY SCHEDULE: FACILITY SERVICES**LEVEL 3**

Typical tasks at this level include all lower level tasks plus:

- perform stock-take and order, receive, store, issue, imprest and issue goods/supplies
- operate a fork-lift
- undertake training in tasks as required

ACTIVITY SCHEDULE: FACILITY SERVICES**LEVEL 4**

Typical tasks at this level include tasks from Levels 1,2 and 3 plus:

- design, modify, and construct major items/equipment not to a trade standard
- undertake training in tasks as required

ACTIVITY SCHEDULE: FACILITY SERVICES**LEVEL 5**

Typical tasks at this level include all lower level plus:

- any registered trades work considered appropriate for inclusion
- undertake training in tasks as required

ACTIVITY SCHEDULE: FACILITY SERVICES**LEVEL 6**

Typical tasks at this level include all tasks from Levels 2,3,4 and 5 plus:

- none identified

ACTIVITY SCHEDULE: FACILITY SERVICES**LEVEL 7**

Typical tasks at this level include all lower level tasks plus:

- none identified

ACTIVITY SCHEDULE: SECURITY

To cover all duties of ancillary employees at the appropriate level associated with:-

- the maintenance of security of the health unit including personnel and goods and personal effects which may include some client contact.
- the operation of, testing and maintenance, as appropriate of security equipment including radios, computer terminals and surveillance equipment.
- the provision of first aid and fire warden services and the maintenance of associated equipment.
- crowd control and emergency procedures including evacuation.

LEVEL 1

Typical tasks at this level include:-

- assist in security tasks
- lock and unlock doors
- operation of gates
- assist with lost and found
- assist in energy conservation
- undertake training in tasks as required

ACTIVITY SCHEDULE: SECURITY**LEVEL 2**

Typical tasks at this level include all tasks from lower levels plus:

- operation of a radio/communication equipment
- control of access
- as a member of a team assist with crowd control
- the preparation of incident statements/patrol reports
- undertake training in tasks as required

ACTIVITY SCHEDULE: SECURITY**LEVEL 3**

Typical tasks at this level include all lower level tasks plus:

- patrolling activities, both inside and outside, either on foot or by car
- assist with emergency response procedure
- provide security at special functions
- provide crowd control and request compliance to regulations
- assist with violent clients
- the checking for correct operation of plant and equipment including fire fighting equipment
- the day to day operation, testing, monitoring and response to surveillance/alarm/communication systems and/or radio and TV communication equipment
- responsible for the security of buildings contents and grounds
- issue of and control of keys and ID cards
- staff security desks and control access in entry foyers and on secure levels of public buildings
- undertake training in tasks as required

ACTIVITY SCHEDULE: SECURITY

LEVEL 4

Typical tasks at this level include all tasks from Level 3 plus:

- co-ordinate evacuation in emergency
- operate, monitor and test complex alarm, surveillance and evacuation systems and co-ordinate an appropriate response from a given range of responses
- preparation of statements and writing of reports relating to investigation of security breaches
- undertake training in tasks as required

ACTIVITY SCHEDULE: SECURITY**LEVEL 5**

Typical tasks at this level include all tasks from lower levels plus:

- none identified

ACTIVITY SCHEDULE: SECURITY**LEVEL 6**

Typical tasks at this level include all tasks from lower levels plus:

- none identified

ACTIVITY SCHEDULE: SECURITY**LEVEL 7**

Typical tasks at this level include all tasks from lower levels plus:

- none identified

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

Schedule 5. Commonwealth Government Job Skills Program - Conditions

OPDATE 01:04:2008 on and from

Deleted

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

SCHEDULE 6. TRAINING WAGE ARRANGEMENTS

OPDATE 01:07:2023 1st pp on or after

CLAUSE S6.1 TITLE

This Schedule shall be known as South Australian Government Health Etc Ancillary Employees Award Training Wage Arrangements Schedule.

CLAUSE S6.2 ARRANGEMENT

| <i>Clause No.</i> | <i>Title</i> |
|-------------------|--|
| S6.1 | Title |
| S6.2 | Arrangement |
| S6.3 | Application |
| S6.4 | Period of operation |
| S6.5 | Definitions |
| S6.6 | Training conditions |
| S6.7 | Employment conditions |
| S6.8 | Wages |
| S6.9 | Disputes settling procedures |
| S6.10 | Dispute settlement over traineeship schemes |
| S6.11 | Part-time traineeships |
| Section A | Allocation of Traineeships to Wage Levels |
| Section B | Traineeship Schemes excluded from this Award |

CLAUSE S6.3 APPLICATION

- S6.3.1 This Schedule shall apply to persons:
- (a) who are undertaking a **Traineeship** (as defined); and
 - (b) whose employment is, or otherwise would be, covered by the Award.
- S6.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- This Schedule only applies to AQF IV **Traineeships** when the AQF III **Traineeship** in the **Training Package** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this subclause.
- S6.3.3 At the conclusion of the **Traineeship**, 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.
- S6.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S6.4 OPERATION

This Schedule shall operate from the first pay period commencing on or after 1 July 2023.

CLAUSE S6.5 DEFINITIONS

- S6.5.1 *Act* means the *Training and Skills Development Act 2008* or any successor legislation.
- S6.5.2 *Adult Trainee* means for the purpose of this Schedule a Trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S6.5.3 *Approved Training* means that training which is specified in the *Training Plan*, which is part of the *Training Agreement*, which is registered with the *T&SC*. It includes training undertaken both on and off-the-job in a *Traineeship* and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National *Training Package* or a *Traineeship* Scheme and leads to a qualification under the Australian Qualification Framework.
- S6.5.4 *T&SC* means the Training and Skills Commission under the *Act*.
- S6.5.5 *Award* means the South Australian Government Health Etc Ancillary Employees Award.
- S6.5.6 *Existing Employee* means a person employed by the employer under the *Award* immediately prior to becoming an *Adult Trainee*.
- S6.5.7 *Trainee* is an individual who is a signatory to a *Training Agreement* registered with the *T&SC* and is involved in paid work and structured training which may be on or off the job. *Trainee* does not include an individual who already has the competencies to which the *Traineeship* is directed
- S6.5.8 *Traineeship* means a system of training which has been approved by the *T&SC*, which meets the requirements of a National *Training Package* developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National *Training Package*, and includes full-time *Traineeships* and part-time *Traineeships* including school-based *Traineeships*.
- S6.5.9 *Training Agreement* means a Contract of Training for a *Traineeship* made between the employer and a *Trainee*, which is registered with the *T&SC*.
- S6.5.10 *Training Package* means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S6.5.11 *Training Plan* means a programme of training which forms part of a *Training Agreement* registered with the *T&SC*.
- S6.5.12 *Traineeship Scheme* means an approved *Traineeship* applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the *T&SC*.
- S6.5.13 *Tribunal* means the South Australian Employment Tribunal.
- S6.5.14 *Year 10* - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S6.6 TRAINING CONDITIONS

- S6.6.1 The *Trainee* shall attend an *Approved Training* course or *Training Program* prescribed in the *Training Agreement* or as notified to the trainee by the *T&SC* in accredited and relevant Training Schemes.
- S6.6.2 Employment as a *Trainee* under this Schedule shall not commence until the relevant *Training Agreement*, made in accordance with a Training Scheme, has been signed by the employer and the Trainee and lodged for registration with the *T&SC*, provided that if the *Training Agreement* is not in a standard format, employment as a *Trainee* shall not commence until the *Training Agreement* has been registered with the *T&SC*. The employer shall ensure that the *Trainee* is permitted to attend the training course or program provided for in the *Training Agreement* and shall ensure that the *Trainee* receives the appropriate on-the-job training.

- S6.6.3 The employer shall provide a level of supervision in accordance with the *Traineeship Agreement* during the *Traineeship* period.
- S6.6.4 The provisions of the Act dealing with the monitoring by officers of the *T&SC* and the use of training records or work books as part of this monitoring process shall apply to *Traineeships* under this Schedule.

CLAUSE S6.7 EMPLOYMENT CONDITIONS

- S6.7.1 A full-time *Trainee* shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV *Traineeships* which may extend up to two years full-time, provided that a *Trainee* shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. 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 S6.11 Part-Time Traineeships, of this Schedule.
- S6.7.2 Where the *Trainee* completes the qualification in the *Training Agreement* earlier than the time specified in the *Training Agreement*, then the *Traineeship* may be concluded by mutual agreement.
- S6.7.3 Termination of employment of *Trainees* is dealt with in the *Training Agreement*, or the Act. An employer initiating such action shall give written notice to the *Trainee* at the time the action is commenced and to the *T&SC* in accordance with the Act.
- S6.7.4 The *Trainee* shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the *Approved Training*.
- S6.7.5 Where the employment of a *Trainee* by the employer is continued after the completion of the *Traineeship* period, such *Traineeship* period shall be counted as service for the purposes of the Award or any other legislative entitlements.
- S6.7.6 **Trainees working overtime**
- S6.7.6.1 Reasonable overtime may be worked by the *Trainee* provided that it does not affect the successful completion of the *Approved Training*.
- S6.7.6.2 No *Trainee* shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S6.7.6.3 No *Trainee* shall work shiftwork unless the shiftwork makes satisfactory provision for *Approved Training*. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork *Trainees*.
- S6.7.6.4 The *Trainee* wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a *Trainee* to be paid at a higher rate, or the employer and *Trainee* agree in writing that a *Trainee* will be paid at a higher rate, in which case the higher rate shall apply.
- S6.7.7 All other terms and conditions of the Award that are applicable to the *Trainee* or would be applicable to the *Trainee* but for this Schedule shall apply unless specifically varied by this Schedule.
- S6.7.8 A *Trainee* who fails to either complete the *Traineeship*, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the *Traineeship*, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award. This clause does not apply to existing employees.

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

CLAUSE S6.8 WAGES

S6.8.1 The weekly wage payable to full-time **Trainees** shall be provided in S6.8.4, S6.8.5 and S6.8.6 of this Schedule and in accordance with Clause S6.7 Employment Conditions.

S6.8.2 These wage rates will only apply to **Trainees** while they are undertaking an **Approved Traineeship**, which includes **Approved Training** as defined in this Schedule.

S6.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S6.8.4 Wage Level A

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A 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 | 319.00 (50%) | 396.00 (33%) | |
| | 369.00 (33%) | 445.00 (25%) | |
| | 405.00 | 445.00 | 533.00 |
| Plus 1 year <i>out of school</i> | 445.00 | 533.00 | 617.00 |
| Plus 2 years <i>out of school</i> | 533.00 | 617.00 | 721.00 |
| Plus 3 years <i>out of school</i> | 617.00 | 721.00 | 825.00 |
| Plus 4 years <i>out of school</i> | 721.00 | 825.00 | |
| Plus 5 or more years | 825.00 | | |

S6.8.5 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 | 319.00 (50%)* | 396.00 (33%) | |
| | 369.00 (33%) | 445.00 (25%) | |
| | 405.00 | 445.00 | 515.00 |
| Plus 1 year <i>out of school</i> | 445.00 | 515.00 | 595.00 |
| Plus 2 years <i>out of school</i> | 515.00 | 595.00 | 695.00 |
| Plus 3 years <i>out of school</i> | 595.00 | 695.00 | 793.00 |
| Plus 4 years <i>out of school</i> | 695.00 | 793.00 | |
| Plus 5 or more years | 793.00 | | |

S6.8.6 Wage Level C

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C 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 | 319.00 (50%)* | 396.00 (33%) | |
| | 369.00 (33%) | 445.00 (25%) | |
| | 405.00 | 445.00 | 515.00 |
| Plus 1 year <i>out of school</i> | 445.00 | 515.00 | 580.00 |
| Plus 2 years <i>out of school</i> | 515.00 | 580.00 | 651.00 |
| Plus 3 years <i>out of school</i> | 580.00 | 651.00 | 723.00 |
| Plus 4 years <i>out of school</i> | 651.00 | 723.00 | |
| Plus 5 or more years | 723.00 | | |

S6.8.7 School Based Traineeships

| | <i>Year of Schooling</i> | |
|--|--------------------------|----------------|
| | <i>Year 11</i> | <i>Year 12</i> |
| | \$ | \$ |
| School based Traineeships in Wage Levels A, B and C | 405.00 | 445.00 |

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

S6.8.8 Wage rates for Certificate IV Traineeships

S6.8.8.1 **Trainees** undertaking an AQF IV **Traineeship** shall receive the relevant weekly wage rate for AQF III **Trainees** at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S6.8.8.2 An **Adult Trainee** who is undertaking a **Traineeship** for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

| <i>Wage Level</i> | <i>First year of Traineeship</i> | <i>Second year of Traineeship</i> |
|-------------------|--------------------------------------|---------------------------------------|
| | \$ | \$ |
| Wage Level A | 856.00 | 889.00 |
| Wage Level B | 823.00 | 854.00 |
| Wage Level C | 750.00 | 779.00 |

S6.8.9 Where a person was employed by the employer under the **Award** immediately prior to becoming an **Adult Trainee** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a **Trainee**.

S6.8.10 Where a **Traineeship** is converted from an AQF II to an AQF III **Traineeship**, or from an AQF III to an AQF IV **Traineeship**, the Trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S6.8.11 Section A sets out the Wage Level of a **Traineeship**.

S6.8.12 For the purposes of this provision, **out of school** shall refer only to periods out of school beyond Year 10, and shall be deemed to:

S6.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S6.8.12.2 Include any period during which a Trainee repeats in whole or part of a year of schooling beyond Year 10;

S6.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S6.8.12.4 Have effect on an anniversary date being January 1 in each year.

S6.8.13 Despite any other clause in this Schedule, **Trainees** may not be employed under this Schedule under the **Traineeship** Schemes and in the areas of employment listed in Section B.

CLAUSE S6.9 DISPUTE SETTLING PROCEDURES

For matters not dealt with in accordance with the **Act**, the procedures to avoid industrial disputation contained in the Award will apply to **Trainees**.

CLAUSE S6.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

- S6.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular *Traineeship* Scheme despite the allocation of the scheme to a Wage Level by Section A.
- S6.10.2 The party shall:
- S6.10.2.1 Notify the relevant parties of an intention to dispute the particular *Traineeship Scheme*, identifying the scheme.
- S6.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
- S6.10.2.3 If agreement cannot be reached the matter may be referred to the *Tribunal* for conciliation.
- S6.10.2.4 If agreement is not reached during conciliation then an application may be made to include the *Traineeship* scheme in Section B.

CLAUSE S6.11 PART-TIME TRAINEESHIPS

- S6.11.1 This clause shall apply to *Trainees* who undertake a *Traineeship* on a part-time basis by working less than full-time hours and by undertaking the *Approved Training* at the same or lesser training time than a full-time *Trainee*.
- S6.11.1.1 A part-time *Trainee* (other than a school-based *Trainee*) will be engaged to work for no less than an average of 22.5 hours per week, however in special circumstances, including where the employee is an existing employee who already works less than 22.5 hours per week, and with the agreement between the employer and employee, a part-time *Trainee* can be engaged to work for no less than a minimum average of 15 hours per week.
- S6.11.1.2 A part-time school-based Trainee may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the Trainee remains enrolled in compulsory education.
- S6.11.2 **Wages**
- S6.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in *Approved Training*. These rates are derived from a 38 hour week.

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

| <i>Wage Level A</i> | <i>Highest year of schooling completed</i> | | |
|-----------------------------------|--|----------------|----------------|
| | <i>Year 10</i> | <i>Year 11</i> | <i>Year 12</i> |
| | \$ | \$ | \$ |
| School Leaver | 13.32 | 14.64 | 17.53 |
| Plus 1 year <i>out of school</i> | 14.64 | 17.53 | 20.30 |
| Plus 2 years <i>out of school</i> | 17.53 | 20.30 | 23.72 |
| Plus 3 years <i>out of school</i> | 20.30 | 23.72 | 27.14 |
| Plus 4 years <i>out of school</i> | 23.72 | 27.14 | |
| Plus 5 or more years | 27.14 | | |
| <i>Wage Level B</i> | Year 10 | Year 11 | Year 12 |
| | \$ | \$ | \$ |
| School Leaver | 13.32 | 14.64 | 16.94 |
| Plus 1 year <i>out of school</i> | 14.64 | 16.94 | 19.57 |
| Plus 2 years <i>out of school</i> | 16.94 | 19.57 | 22.86 |
| Plus 3 years <i>out of school</i> | 19.57 | 22.86 | 26.09 |
| Plus 4 years <i>out of school</i> | 22.86 | 26.09 | |
| Plus 5 or more years | 26.09 | | |

Wage Level C

| | <i>Year 10</i> | <i>Year 11</i> | <i>Year 12</i> |
|-----------------------------------|----------------|----------------|----------------|
| | \$ | \$ | \$ |
| School Leaver | 13.32 | 14.64 | 16.94 |
| Plus 1 year <i>out of school</i> | 14.64 | 16.94 | 19.08 |
| Plus 2 years <i>out of school</i> | 16.94 | 19.08 | 21.41 |
| Plus 3 years <i>out of school</i> | 19.08 | 21.41 | 23.78 |
| Plus 4 years <i>out of school</i> | 21.41 | 23.78 | |
| Plus 5 or more years | 23.78 | | |

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 | 13.32 | 14.64 |
| 20% loading [S6.11.6.2] | 15.98 | 17.57 |

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 | 28.16 | 29.23 |
| Wage Level B | 27.07 | 28.10 |
| Wage Level C | 24.67 | 25.61 |

S6.11.3 The hours for which payment shall be made are determined as follows:

S6.11.3.1 Where the **Approved Training** for a **Traineeship** (including a school based **Traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **Trainee** on-the-job.

S6.11.3.2 Where the **Approved Training** is undertaken solely on-the-job and the average proportion of time to be spent in **Approved Training** is 20% (i.e. the same as for the equivalent full-time **Traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S6.11.3.3 Where the **Approved Training** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **Approved Training** is 20% (ie the same as for the equivalent full-time **Traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S6.8, 20 per cent is the average proportion of time spent in **Approved Training**, which has been taken into account in setting the wage rates for most full-time **Traineeships**.

S6.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time **adult trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.

S6.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S6.11.4 General formula

- S6.11.4.1 For **Traineeships** not covered by S6.11.2.1, the following formula for calculation of wage rates shall apply:

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

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

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

- (a) Full-time wage rate means the appropriate rate as set out in S6.8.4, S6.8.5, S6.8.6 and S6.8.7 of this Schedule.
- (b) **Trainee** hours shall be the hours worked per week including the time spent in **Approved Training**.
- (c) Average weekly training time is based upon the length of the **Traineeship** specified in the **Traineeship Agreement** or **Training Agreement** as follows:

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

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

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

S6.11.5 Example of the calculation for the wage rate for a part-time traineeship

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

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

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

So the wage rate in year 11 is:

$$\frac{\$405 \times 15 - 3.8}{30.4} = \$149.21 \text{ (plus any applicable penalty rates under the Award)}$$

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

S6.11.6 Employment conditions for all part-time trainees

- S6.11.6.1 A part-time **Trainee** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time **Trainee**. All the provisions of the Award shall apply to part-time **Trainees** except as specified in this Schedule.

- S6.11.6.2 However, a *Trainee* undertaking a school based *Traineeship* may, with the agreement of the *Trainee*, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a *Trainee* is called upon to work on a public holiday the provisions of the Award shall apply.
- S6.11.6.3 A part-time *Trainee* may, by agreement, transfer from a part-time to a full-time *Traineeship* position should one become available.
- S6.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time *Trainees*.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

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

| <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 |

| <i>Training Package</i> | <i>Certificate Level</i> |
|---|--------------------------|
| Hospitality Industry | I |
| | II |
| Local Government (General Construction) | I |
| | II |
| Manufactured Mineral Products | I |
| | II |
| Metal and Engineering Industry | I |
| | II |
| National Community Recreation Industry | II |
| | III |
| National Fitness Industry | II |
| | III |
| National Outdoor Recreation Industry | II |
| | III |
| 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

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

SCHEDULE 7. SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2023 1st pp on or after

(a) Definitions

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

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

(b) Eligibility Criteria

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

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

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

(c) Supported Wage Rates

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

| Assessed capacity (subclause (d)) | % of prescribed award rate |
|--------------------------------------|-------------------------------|
| 10%* | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(Provided that the minimum amount payable shall be not less than \$103.17 per week.

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

(d) Assessment of Capacity

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

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

(e) Lodgement of Assessment Instrument

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

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- (ii) The minimum amount payable to the employee during the trial period will be not less than \$103.17 per week.

[or in paid rates awards]

- (iii) The amount payable to the employee during the trial period shall be \$103.17 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Award.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause (d).

SOUTH AUSTRALIAN GOVERNMENT HEALTH ETC. ANCILLARY EMPLOYEES AWARD

SCHEDULE 8 - ADDITIONAL COMPENSATION FOR CERTAIN WORK-RELATED INJURIES OR ILLNESSES OPDATE 01:10:2019 on and from

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PART 1 – INTRODUCTION

1. This Schedule provides benefits to eligible employees with eligible injuries that would have been applicable under the *WR&C Act* if they cease to be entitled to similar benefits under the *RTW Act*.
2. A return to work within the meaning of the *RTW Act* is the main objective in managing all work injuries. The primary return to work objective will be employment in the employee's agency. New or other return to work options can only be explored when return to work options within the employee's agency have been fully explored (and the onus of proof to establish this lies with the employer) or if the employee requests the exploration of new or other employment options in writing (which request may be withdrawn). The relevant unions will reasonably support and cooperate in the pursuit of this objective.
3. This Schedule operates in addition to and not instead of any entitlements applicable under any other statute or law, except that:
 - 3.1 any payment which would otherwise be payable under This Schedule will not be payable if precisely the same payment has already been made under a Compensation Act: and
 - 3.2 if an eligible employee receives a payment for economic loss pursuant to Part 4 Division 6 of the *RTW Act*, clauses 60 through 63 apply.
4. Providing the criteria in clauses 35 through 36 are met, if an entitlement has been claimed by an eligible employee under a Compensation Act and that claim has been rejected, any equivalent or similar entitlement may be claimed, and if rejected, disputed under this Schedule notwithstanding that proceedings relating to the rejected Compensation Act claim are extant. In making such a claim or in any dispute about such a claim, the matter should proceed on the basis that the relevant claim under a Compensation Act shall remain rejected.
5. If the employer is considering making a decision about an employee's entitlements pursuant to This Schedule which may be adverse to the relevant employee, the employer must provide procedural fairness to the relevant employee before any final decision is made.
6. Claims for entitlements under this Schedule must be made in writing.

PART 2 – DEFINITIONS IN THIS SCHEDULE

7. "Average Weekly Earnings" means Average Weekly Earnings under s4(1) of the *RTW Act*;
8. "Compensation Act" means either or both or all of the *Workers Rehabilitation and Compensation Act 1986*, the *Return to Work Act 2014*, and any successor legislation to the *Return to Work Act 2014*. Insofar as references in this schedule to

“Compensation Act” refer to the *Return to Work Act 2014*, those references are not limited to the *Return to Work Act 2014* as at 1 July 2017.

9. “Benefits” or “entitlements” means weekly payments of income maintenance or medical and/or like expenses or an entitlement to a reasonable rehabilitation/return to work plan pursuant to this schedule.
10. “Claims income compensation” means either an express request to be paid income compensation pursuant to this Schedule or, if an eligible employee is in receipt of income compensation pursuant to this schedule, the absence of a request to cease payments of income compensation.
11. “Eligible employee” means:
 - 11.1 current and former employees (irrespective of when a former employee’s employment ceased); who
 - 11.2 have had a claim accepted under a Compensation Act;but does not include
 - 11.3 former employees whose employment has been lawfully terminated by the employer on the ground of serious and wilful misconduct and/or criminal conduct.
12. “Income compensation lump-sum” means a lump sum payment in an agreed amount and on agreed terms and in accordance with attachment 2 to this Schedule to forever end an entitlement to income compensation pursuant to this Schedule in respect of a particular injury or injuries.
13. “Independent medical adviser” means an independent medical adviser under s4(1) of the *RTW Act*;
14. “Injury” means an injury within the meaning of s4(1) of the *RTW Act*.
15. “Interest” means interest calculated in accordance with Regulation 38 of the *Return to Work Regulations 2015* as at 1 July 2017.
16. “Medical and/or related expenses” means any cost payable or to be payable in respect of costs provided for by s33 of the *RTW Act*, such as services, appliances, medicines, materials, travel and accommodation.
17. “Medical expense lump-sum” means a lump sum payment in an agreed amount and on agreed terms in accordance with attachment 2 of this Schedule to forever end an entitlement to medical and/or related expense compensation pursuant to this Schedule in respect of a particular injury or injuries.
18. “No current work capacity” means a present inability arising from the particular eligible injury or the combined effect of one or more eligible injuries such that the eligible employee is not able to return to work, either:
 - 18.1 if the employer has made and continues to make such work available, in suitable employment in his or her employment at the time of the occurrence of the injury or injuries; or
 - 18.2 in other suitable employment.
19. “Notional Weekly Earnings” means the eligible employee’s Notional Weekly Earnings under the relevant Compensation Act as adjusted pursuant to Part 9 of this Schedule.
20. “Professional representative” means a legal practitioner or other person who has been engaged or appointed to represent a party to proceedings before SAET (whether personally or through an employee or agent).
21. “Recognised health practitioner” means a recognised health practitioner within the meaning of s4(1) of the *RTW Act*;
22. “Recovery/return to work plan” means a recovery/return to work plan established or continuing under the *RTW Act* or this Schedule.
23. “Retiring age” means “retiring age” as defined in s44(1) of the *RTW Act*.
24. “*RTW Act*” or *Return to work Act 2014(SA)* means the *Return to Work Act 2014(SA)* as at 1 July 2017 (and all references to the *RTW Act* and Regulations under that Act are references to that Act and the relevant Regulations as at 1 July 2017, subject to any express contrary intention);

25. “SAET” means the South Australian Employment Tribunal;
26. “Seriously injured worker” has the same meaning as under the *RTW Act*;
27. “Suitable employment” means suitable employment as defined under s4(1) of the *RTW Act*, and a reference to a recovery/return to work plan or services in that provision extends to a recovery/return to work plan or services under this Schedule.
28. “*WR&C Act*” means the *Workers Rehabilitation and Compensation Act 1986 (SA)*.

PART 3 – ELIGIBLE INJURIES

Only eligible employees can have eligible injuries

29. An injury is not an eligible injury unless the injured employee is an eligible employee.

Temporal connection to employment

30. An eligible injury arises out of or in the course of the eligible employee:

- 30.1 attending work in accordance with their employment; or
- 30.2 performing the work for which they are employed.

Causal connection to criminal conduct or dangerous situations

31. To be an eligible injury the injury *must* have:
- 31.1 resulted from conduct directed at the employee that is or appears to be a criminal offence; and/or
 - 31.2 occurred as a direct and immediate result of conduct that is or appears to be a criminal offence;
 - 31.3 occurred in other circumstances where the employee is placed in a dangerous situation (however psychiatric injuries are only eligible injuries pursuant to 31.3 if they are caused as a consequence of a specific incident or incidents).

Incapacity required for eligibility

32. An eligible injury temporarily or permanently incapacitates the injured employee for work (including because of a need to attend on a medical practitioner for treatment or examination).

When an injury ceases to be an eligible injury

33. An eligible injury ceases to be an eligible injury when:
- 33.1 the injured employee makes a return to work within the meaning of the *RTW Act* which is sustainable and is earning a salary or wage that is the same or more than their Notional Weekly Earnings; and
 - 33.2 there is no reasonable basis to incur medical and/or related expenses (whether to treat symptoms or reduce the likelihood of symptoms recurring or for any other reason deemed appropriate by a medical practitioner).

When an injury resumes being an eligible injury

34. If an eligible injury ceased to be an eligible injury pursuant to clause 33 but the criteria in clause 33 are no longer met, the injury resumes being an eligible injury.

Compensation Act status for an injury to be an eligible injury

35. To be an eligible injury a claim for compensation relating to the injury must have been accepted under a Compensation Act.
36. If, in relation to a particular injury:
- 36.1 no compensation has been paid under the RTW Act and no Recovery/Return to Work Plan has been established under the RTW Act;
- 36.2 that injury is only an eligible injury to the extent that the eligible employee would be entitled to receive benefits or entitlements under the *WR & C Act* (disregarding the operation of the *RTW Act*).

Consequential injuries taken to be part of original eligible injuries

37. Any injury arising out of or in the course of an eligible employee's attendance at a place to:
- 37.1 receive a medical service in relation to an eligible injury; and/or
- 37.2 obtain a medical report or certificate (or to be examined for that purpose) in relation to an eligible injury; and/or
- 37.3 receive services or assistance or perform activities intended to assist the eligible employee's recovery or return to work or restoration to the community in relation to an eligible injury; and/or
- 37.4 apply for, or receive, compensation in relation to an eligible injury;
- will be taken to constitute part of the original eligible injury, whether or not the eligible employee had additional reasons for attending at that place (for example, if an injury arose from performing activities at the eligible employee's home recommended by a doctor to assist in recovering from an eligible injury).

Injuries and incapacity attributable to surgery etc.

38. Any injury or incapacity attributable to surgery or other treatment or service or advice performed or provided with due care and skill by a person professing to have particular skills and undertaken or provided in relation to an eligible injury will be taken to constitute part of the original eligible injury.

PART 4 – MEDICAL EXPENSE ENTITLEMENTS AND LUMP SUMSMedical and related expenses entitlement

39. The employer must pay compensation for medical and/or related expenses incurred in consequence of an eligible injury, whenever any such expenses are incurred. To avoid doubt, an eligible employee's entitlement to medical and/or related expenses does not end only because income compensation payments to the eligible employee cease. However, if a redemption or commutation in respect of medical and/or related expense entitlements arising out of a particular injury or injuries has been paid pursuant to s42 of the *WR&C Act* or s54 of the *RTW Act*, no medical and/or related expenses are payable under this Schedule in relation to that injury or injuries.

Medical expense lump sums

40. Medical expense lump sums (in addition to such compensation as is payable for medical and related expenses incurred before receiving a medical expense lump sum payment) may be paid to eligible employees.

Medical and related expenses – effect of medical expense lump sum

41. Once an eligible employee has received a medical expense lump sum payment the employer is not obliged to pay compensation for medical and for related expenses pursuant to this schedule if:
- 41.1 medical and/or related expenses are incurred in consequence of a particular eligible injury after the day when the eligible employee receives a medical expense lump sum payment; and
- 41.2 a medical expense lump sum payment received by the eligible employee is specifically in respect of that particular eligible injury.

Medical and related expenses – pre approval

42. An eligible employee is entitled to a decision by the employer on a claim for compensation for a medical and/or related expense that the eligible employee wishes to incur but is yet to incur. For the avoidance of doubt, a decision to reject such a claim (in whole or in part) is a decision for the purposes of this Schedule.

PART 5 – INCOME COMPENSATION ENTITLEMENTS & LUMP SUMS

43. The employer must pay weekly payments of income compensation in respect of incapacity for work (whether partial or total) arising out of an eligible injury in accordance with the following principles. However, if a redemption or commutation in respect of weekly payments arising out of a particular injury or injuries has been paid pursuant to s42 of the *WR&C Act* or s53 of the *RTW Act*, no income compensation is payable under this Schedule in relation to that injury or injuries.

Work capacity review

44. An eligible employee's entitlement to income compensation in respect of a particular eligible injury does not arise without an entitling assessment pursuant to clause 49 (work capacity review) and ceases if there is a disentitling assessment pursuant to clause 51.

Income compensation – quantum

45. Weekly payments must be paid at the rate of 80% of the eligible employee's Notional Weekly Earnings or, if the eligible employee has actual earnings, 80% of the difference between actual earnings and the eligible employee's Notional Weekly Earnings.

Income compensation – duration

46. An eligible employee's entitlement to income compensation ceases when the eligible employee reaches retiring age.
47. If an eligible employee breaches the obligation of mutuality, the eligible employee's entitlement to income compensation may be discontinued for such time as the eligible employee remains in breach of the obligation of mutuality. An eligible employee resigning (other than on medical advice to resign) after claiming income compensation under this Schedule breaches mutuality. Lawful termination of employment by the employer on the ground of serious and wilful misconduct and/or criminal conduct breaches mutuality.
48. An eligible employee's entitlement to income compensation may be discontinued if there is a disentitling assessment on a work capacity review.

Work Capacity Review

49. An eligible employee's entitlement to receive income compensation does not commence unless the eligible employee is assessed in relation to the cumulative effect of one or more eligible injuries (an **entitling assessment**) by the employer as:
- 49.1 having no current work capacity; and
 - 49.2 likely to continue indefinitely to have no current work capacity; or
 - 49.3 being in employment but because of the injury is likely to continue indefinitely to be incapable of undertaking further or additional employment or work that would increase the eligible employee's current weekly earnings.
50. The employer may make an entitling assessment on any basis.
51. A **disentitling assessment** is an assessment that the eligible employee does not meet the criteria in clause 49. A disentitling assessment can only be made if:
- 51.1 the employer has sought and obtained an opinion from an IMA (whose expertise is appropriate to the particular injury) about whether the eligible employee meets the criteria in clause 49; and
 - 51.2 if the eligible employee has earnings in employment or other work, the IMA considers that notwithstanding the eligible injury or injuries the eligible employee is, and is likely to continue indefinitely to be, capable of

undertaking further or additional employment or work which would increase the eligible employee's earnings, and specifies what that additional employment or work is; and

51.3 the IMA provides a written opinion that the eligible employee does not meet the criteria in clause 49; and

51.4 if the eligible employee has earnings in employment or other work, the IMA specifies on reasonable grounds the additional employment or work the IMA considers that the eligible employee could do to increase their earnings.

Work capacity review & ceasing income compensation

52. An eligible employee receiving income compensation under this schedule shall continue to receive income compensation under this schedule until at least 13 weeks after the eligible employee receives written notification from the employer that the eligible employee is no longer entitled to receive income compensation under this Schedule because of a disentitling assessment.

Work capacity reviews & commencing or recommencing income compensation

53. If an eligible employee who is not receiving income compensation under this Schedule or a Compensation Act claims income compensation the employer is not obliged to pay income compensation under this Schedule until an entitling assessment is made. In those circumstances, if an entitling assessment is made the eligible employee is entitled to arrears and interest for all periods when they are entitled to income compensation.

First work capacity review: timing

54. A work capacity review may be performed before or after an eligible employee has exhausted their entitlement to weekly payments under a Compensation Act.

55. An eligible employee who, immediately before the end of the second designated period defined in s39 of the RTW Act, was in receipt of weekly payments under the RTW Act is entitled to receive income compensation pursuant to this Schedule at the same rate unless and until a work capacity review is conducted.

56. If clause 55 applies and the outcome of the work capacity review is:

56.1 an **entitling assessment**, the employer must conduct reviews in accordance with Part 9 of this Schedule and adjust the eligible employee's income compensation accordingly;

56.2 a **disentitling assessment**, Clause 52 and Part 8 of this Schedule apply.

Reassessment

57. An eligible employee's work capacity may be reassessed consistent with clause 49 through 51 at any reasonable time and must be reassessed as often as is reasonably necessary.

Income compensation – effect of income compensation lump sum

58. An income compensation lump sum (in addition to such compensation as is payable for income compensation before receiving an income compensation lump sum payment) may be paid to eligible employees.

59. Once an eligible employee has received an income compensation lump sum payment the employer is not obliged to pay weekly payments pursuant to this Schedule if:

59.1 an entitlement to income compensation in consequence of a particular eligible injury arises after the day when the eligible employee receives an income compensation lump sum payment; and

59.2 an income compensation lump sum payment received by the eligible employee is specifically in respect of that particular eligible injury.

Income compensation – effect of lump sum payment for economic loss

60. If this Award applies to an employee who claims compensation pursuant to Part 4 Division 6 of the *RTW Act*, before paying any such compensation the employer must:
- 60.1 give the employee written notice of:
- 60.1.1 the dollar amount of compensation the employer says the employee is entitled to; and
- 60.1.2 clause 60 through 63 of this Schedule; and
- 60.2 request written confirmation from the employee that, having regard to clauses 60 through 63 of this Schedule, they wish to be paid compensation pursuant to Part 4, Division 6 of the *RTW Act* and allow a reasonable time for the employee to respond in writing.
61. If an eligible employee has received a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**) 3 months or more after this Schedule is inserted into the Award the eligible employee is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to.
62. If an eligible employee has received a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**) before 3 months after this Schedule is inserted into the Award, the eligible employee is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to unless they agree in writing to repay the payment and comply with that agreement, with repayments to be made by periodic payments in accordance with clause 78.1 unless otherwise agreed in writing.
63. If an eligible employee has received income compensation pursuant to this Schedule and then receives a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**):
- 63.1 the eligible employee ceases to be entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to; and
- 63.2 the employer is entitled to deduct from the payment any income compensation previously paid to the eligible employee pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

PART 6 – RECOVERY/RETURN TO WORK PLANSContinuing operation of plans established under the RTW Act

64. If a recovery/return to work plan established under s25 of the *RTW Act* has not reached its completion date or action when entitlements under this Schedule arise, it continues to operate by virtue of this Schedule irrespective of whether the *RTW Act* authorises its continued operation until the date or action the plan is expressed to conclude on, unless the eligible employee and the employer agree that the plan should cease operation or be varied or if SAET determines that the plan should cease operation or be varied.

When plans are established – entitlement

65. If it is reasonable to do so, the employer may establish a written recovery/return to work plan in relation to an eligible employee who has an eligible injury. If an eligible employee's entitlements under this Schedule are not exhausted, the employer must establish a written recovery/return to work plan if the eligible employee requests such a plan in writing.

Content of plans

66. A recovery/return to work plan may provide for any assistance, service, payments or return to work arrangement that may reasonably assist the full restoration of the eligible employee to the workforce and/or the community, including by alleviating the impact of the disability so far as is possible. A recovery/return to work plan must assist the full restoration of the eligible employee to the workforce and/or the community, including by alleviating the impact of the disability, so far as is reasonable practicable, and must be in accordance with Attachment 1 to this Schedule.
67. Recovery/return to work plans under this Schedule may not impose unreasonable obligations on eligible employees.

68. An eligible employee whose entitlements under this Schedule are not exhausted is entitled to a reasonable recovery/return to work plan if the employer establishes a recovery/return to work plan or if the employee requests a recovery/return to work plan.
69. If:
- 69.1 an eligible employee who has been incapacitated for work in consequence of an eligible injury is able to return to work, whether on a full time or part time basis and whether or not to his or her previous employment;
 - 69.2 the employer must provide suitable employment for the eligible employee (the employment being employment for which the eligible employee is fit and subject to that qualification employment which is, so far as reasonably practicable the same as, or equivalent to, the employment in which the eligible employee was working immediately before the incapacity) as part of a recovery/return to work plan;
 - 69.3 if the eligible employee requests it, but not if it is not reasonably practicable to provide such employment (and the onus of establishing that lies on the employer); or
 - 69.4 the eligible employee left the employment of the employer before the commencement of the incapacity for work; or
 - 69.5 the eligible employee terminated the employment after the commencement of the incapacity for work; or
 - 69.6 new or other employment options and any ancillary matters have been agreed and remain agreed between the eligible employee and employer and are contained in a current recovery/return to work plan; or
 - 69.7 the eligible employee has otherwise sustainably returned to work earning at or above the eligible employee's Notional Weekly Earnings.
70. Suitable employment to be provided by the employer includes employment in respect of which the number of hours each day or week that the employee performs work or the range of duties the employee performs is suitably increased in stages.
71. If all eligible employee performs alternative or modified duties pursuant to a recovery/return to work plan, the employer must pay an appropriate wage or salary in respect of those duties.

PART 7 – MUTUAL OBLIGATIONS

72. When an eligible employee is entitled to receive benefits pursuant to this Schedule the employer must reasonably:
- 72.1 manage the eligible employee's injury; and
 - 72.2 provide services and assistance to further the eligible employee's recovery and return to work and/or the community and to alleviate the impact of the disability so far as is possible; and
 - 72.3 at the employee's request, review any service/s or entitlements provided pursuant to this Schedule and/or investigate any matter, if it appears to the employee that the employer may not be complying with this Schedule and provide the employee with written advice about the outcome of any such review or investigation and any actions the employer will take arising out of any such review or investigation.
73. An employee receiving income compensation under this Schedule must not breach the obligation of mutuality defined by s48(3) and (4) of the *RTW Act*. If an employee breaches mutuality, mutuality may be restored in accordance with the principles application under the *RTW Act*. A breach of mutuality does not alter the employee's entitlement to compensation for medical and/or related expenses.

PART 8 – REDUCTION, DISCONTINUANCE & SUSPENSION OF INCOME COMPENSATION

74. If an eligible employee's entitlement to income compensation under this Schedule ceases or will cease or reduces or will reduce (including because the employee has ceased to be an eligible employee), payments of income compensation may only be discontinued or reduced in accordance with this Part.

75. Unless clause 52 applies (work capacity reviews – 13 weeks’ notice), no cessation or reduction of payments of income compensation may occur until the employee has received at least 28 days written notice of any such cessation or reduction.
76. If a person disputes a decision to reduce, discontinue or suspend their payments of income compensation (by either an application to SAET or the invocation of a dispute resolution procedure in this Award or an applicable enterprise agreement) within one month of the person receiving notice of a decision by the employer to reduce, discontinue or suspend income compensation under this Schedule:
- 76.1 the operation of the decision is suspended and –
- 76.1.1 income compensation must continue or, if the decision has already taken effect, the income compensation must be reinstated (to its previous level), until the matter first comes before a member of SAET; and
- 76.1.2 the employer must make a payment to the person of any income compensation that has not been made between the date that the decision took effect and the date the income compensation is reinstated;
- 76.1.3 unless the person elects in writing not to receive payments under this clause; and
- 76.2 SAET may as it thinks fit and from time to time, and after having regard to the nature and circumstances of the case:
- 76.2.1 further suspend the operation of the decision (from time to time) until the dispute is resolved to avoid the person suffering financial hardship and extra weight must be given to the desirability of requiring the continuation of payments if SAET considers it is reasonably open to the person to dispute the relevant decision;
- 76.2.2 vary or revoke a decision under this clause, including to provide that weekly payments will only continue, or continue at a reduced rate, if the person complies with conditions determined by SAET;
- 76.2.3 make an order to pay an amount relating to all or any weekly payments that have not been made to the employee during the dispute.
77. If a dispute is ultimately resolved in favour of the employer and the person has been paid more than the person’s lawful entitlements to income compensation pursuant to clause 76, the employer may, at the employer’s discretion (but subject to this Schedule):
- 77.1 recover the excess (and any interest on the excess) from the employee as a debt; or
- 77.2 set off the amount recoverable under clause 77.1 against liabilities of the employer to pay the employee under this Schedule or a Compensation Act.
78. If it is reasonable in the circumstances, the employer may set off or recover an amount under clause 77.1 as a single lump sum, or by periodic payments, or by a combination of a lump sum and periodic payments, or in some other manner agreed between the employer and the person in writing, however:
- 78.1 the employer cannot require a person to make periodic payments exceeding 10% of the person’s net income (“net income” means income after the appropriate deduction is made for any income tax and child support payable by the person and any deductions made because of a garnishee order or similar order or requirement or any other deduction imposed by statute) without the person’s written agreement;
- 78.2 the employer may, in its absolute discretion, waive (absolutely or subject to such conditions as the employer thinks fit) the whole or any part of an amount it is entitled to recover, and shall do so if:
- 78.2.1 the employer is satisfied that the person is experiencing severe financial hardship, or it appears appropriate to do so because of any other special circumstances specific to the person; or
- 78.2.2 the employer considers it appropriate considering the likely costs associated with recovering the amount and the amount itself;
- 78.3 unless the person has provided materially false or misleading information to the employer that caused the employer to make the relevant payment/s, the employer must grant these remissions if the total amount payable is repaid within the following periods:

- 78.3.1 a 15% remission if the total amount is repaid within 1 month of the person first receiving written notification of the amount they are liable to pay;
- 78.3.2 a 10% remission if the total amount is repaid within 6 months of the person first receiving written notification of the amount they are liable to pay.
79. If a person has made a payment (including by an amount being set off) to the employer under clause 78 the employer must, within two months of the end of the financial year in which the payment is made, furnish the person with a statement that sets out:
- 79.1 the total amount paid by the person during that financial year; and
- 79.2 the amount left to be paid (if any); and
- 79.3 must furnish a final statement within 2 months after the debt is extinguished.

Interaction between paid annual and/or long service leave and income compensation – suspension

80. If an eligible employee takes paid annual or long service leave, the employer may suspend the income compensation that would otherwise be payable to the eligible employee when the eligible employee is on that leave if the employer complies with the notice requirements of this clause.
81. If the employer proposes to suspend the income compensation that would otherwise be payable during such a period of leave, the employer must provide the eligible employee with written notice of that proposal (including details of when income compensation payments under this Schedule will resume) within 14 days of the eligible employee requesting the relevant paid leave.
82. The eligible employee may withdraw the request for paid leave at any time within 14 days of a written notice under clause 81.
83. The employer cannot compel an eligible employee to take leave when they are entitled to income compensation.

PART 9 – ADJUSTMENTS TO INCOME COMPENSATION

Economic adjustments to the level of income compensation

84. If an eligible employee is incapacitated for work or appears likely to be incapacitated for work for more than one year, the employer must, during each year of incapacity, review the income compensation for the purpose of making an adjustment to the amount of the income compensation under this Part.

Quantum of economic adjustments – industrial instruments

85. Subject to clause 87, the Notional Weekly Earnings of an eligible employee who is entitled to income compensation shall be adjusted to reflect any increase in the rates of remuneration applicable to the classification held by the employee (or where relevant, any successor classification) immediately prior to the particular injury occurring and prescribed by an award or enterprise agreement.

Notice requirements before economic adjustment decided

86. At least 28 days before deciding the quantum of an economic adjustment pursuant to this clause, the employer must give the eligible employee written notice of the following:
- 86.1 The increase in the rate of remuneration the employer says applies pursuant to clause 85 and how the proposed economic adjustment has been calculated by applying that increase to the eligible employee's pre-existing Notional Weekly Earnings.
- 86.2 The increase in the rate of remuneration the employer says would be applicable if an economic adjustment was made in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, and how an economic adjustment would be calculated by applying that increase to the eligible employee's pre-existing Notional Weekly Earnings, and the eligible employee's right to elect in writing to receive an economic adjustment on that basis rather than in accordance with clause 85.

- 86.3 The eligible employee's right to make written representations to the employer on the review within a reasonable time specified in the notice.

Election for economic adjustment based on Wage Price Index not Industrial Instrument

87. If an eligible employee elects in writing to have their Notional Weekly Earnings adjusted in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, the employer must adjust the eligible employee's Notional Weekly Earnings accordingly.

Timing of economic increase based on Industrial Instrument

88. An economic increase reflecting changes to remuneration in an award or enterprise agreement operates from the date of the employer's decision on the review, back-dated to the date of the relevant changes in rates of remuneration.

Timing of economic increase based on Wage Price Index

89. An economic increase in accordance with clause 87 operates from the end of the year of incapacity in which the review is made.

Adjustments due to change from original arrangements

90. The employer may, on its own initiative and must at the written request of an eligible employee, review the calculation of the Average Weekly Earnings of the eligible employee (and therefore the Notional Weekly Earnings of the eligible employee) for the purpose of making an adjustment due to:
- 90.1 a change in a component of the eligible employee's remuneration used to determine Average Weekly Earnings (including a component constituted by a non-cash benefit); or
 - 90.2 a change in the equipment or facilities provided or made available to the eligible employee (if relevant to Average Weekly Earnings).
91. Before the employer begins a review under clause 90, the employer must give the eligible employee written notice informing the eligible employee of the proposed review and inviting the eligible employee to make written representations to the employer on the subject of the review within a reasonable time specified in the notice.
92. If the employer finds on a review under clause 90 that there has been a change that warrants an adjustment contemplated by clause 90, the employer shall make the relevant adjustment.
93. An adjustment under clause 90:
- 93.1 will take effect as an adjustment to the eligible employee's Notional Weekly Earnings (and may therefore increase or reduce income compensation under this Schedule); and
 - 93.2 operates from an appropriate date determined by the employer (which may be an antecedent date but not a date that is before the date of the change on which the adjustment is based and not so as to result in a retrospective reduction in income compensation).
94. For the purpose of a review under clause 90, the employer may, by notice in writing to the eligible employee to whom the review relates, require the eligible employee to furnish any information that the employer reasonably determines to be relevant to the review.
95. If an eligible employee fails to comply with a requirement under clause 94 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible employee.
96. On completing a review under clause 90, the employer must give the eligible employee written notice setting out the employer's decision on the review and the eligible employee's right to dispute the employer's decision.
97. Clauses 90 through 103 do not limit the rights of the employer under any other clause of this Schedule.

General Review of weekly payments

98. The employer may, on its own initiative, and must if requested in writing by an eligible employee, review the amount of the weekly payments made to an eligible employee. The employer is not required to comply with a request for such a review if the request is made within 3 months of the completion of an earlier review.
99. If the employer begins a clause 98 review under this clause, the employer must give the eligible employee written notice informing the eligible employee of the proposed review and inviting the eligible employee to make a written representation to the employer on the subject of the review within a reasonable time specified in the notice.
100. If the employer finds on a clause 98 review that the eligible employee's entitlement to income compensation has ceased, or has increased or decreased, the employer must adjust and may discontinue the income compensation to reflect that finding.
101. For the purpose of a clause 98 review, the employer may, by notice in writing to an eligible employee who is receiving weekly payments, require the eligible employee to submit to an examination by an IMA nominated by the employer or require the eligible employee to furnish evidence of the eligible employee's earnings (other than earnings paid by the employer).
102. If an eligible employee fails to comply with a requirement under clause 101 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible employee.
103. On completing a clause 98 review, the employer must give the eligible employee written notice setting out the employer's decision on the review, and the eligible employee's rights to dispute the employer's decision, in accordance with clause 104.

PART 10 – DECISIONS ON CLAIMS

104. The employer must provide its written decision on a claim for entitlements under this Schedule (including a decision to cease or reduce or suspend income compensation and decisions to review income compensation and decisions on recovery/return to work plans) to the person who made the claim (including by their representative). The written decision must include the information required by s31(8)(b) of the *RTW Act* and regulation 20 of the *RTW Regulations*.
105. The employer must decide claims for entitlements under this Schedule (including claims for the provision of a recovery/return to work plan) as quickly as reasonable practicable and where the claim is for income compensation must, wherever practicable, endeavour to decide the claim within 10 business days from receipt of the claim.
106. A person who believes there has been undue delay in deciding a claim or other matter affecting the person under this Schedule may apply to SAET for expedited determination of the matter.
107. An application for an expedited determination of a matter cannot be made until at least 10 business days after the matter was placed before the relevant decision maker.
108. On an application for expedited determination of a matter, SAET may (in addition to such other powers as SAET may have) give directions SAET considers necessary to expedite the determination of the matter or decide the matter itself.
109. If SAET decides a claim on an application for expedited decision, the decision is to be treated as a decision of the employer.

PART 11 – DISPUTE RESOLUTION

110. For the avoidance of doubt and without limiting such other legal rights as the employer and a person claiming an entitlement under this Schedule may have:
 - 110.1 disputes over the employer's decisions on entitlements under this Schedule may be resolved pursuant to chapter two part one of the Fair Work Act 1994 and/or chapter two part two of the Fair Work Act 1994 (including concurrently) and any successor legislation to those provisions; and
 - 110.2 proceedings and dispute resolution processes taking issue with the employer's decision/s on entitlements under this Schedule may be commenced by either the person claiming the entitlement or his or her union.
111. Proceedings in the SAET about the employer's decision/s on entitlements under this Schedule should, so far as is reasonable practicable, be heard together with such other proceedings between the same parties in the SAET as may exist.

PART 12 – COSTS OF PROCEEDINGSGeneral Entitlement to Costs

112. A party (other than the employer) is entitled, subject to this Schedule, to an award against the employer for the party's reasonable costs of proceedings for resolution of the matter before SAET.
113. Costs may also be awarded to cover the cost of representation by a legal practitioner or an employee or employee of the employee's union and disbursements incurred by a party to proceedings before SAET up to a reasonable amount reasonable incurred, subject to the qualification that costs for medical services reimbursed as disbursements in the proceedings are limited to the scale of charges applicable at the relevant time that apply for the purposes of s33 of the *RTW Act* or, if a service is not covered by a scale of charges under that section, to an amount determined in accordance with the principles under that section.
114. If SAET is of the opinion that a party:
- 114.1 has acted unreasonably:
 - 114.1.1 in bringing proceedings before SAET; or
 - 114.1.2 in view of an assessment or recommendation of a SAET member under s43(13) of the *South Australian Employment Tribunal Act 2014*; or
 - 114.1.3 without limiting clause 114.1.2, in failing to discontinue or settle any proceedings before the conclusion of the hearing of a matter; or
 - 114.1.4 in relation to any other aspect of the conduct of proceedings before SAET; or
 - 114.2 has acted frivolously or vexatiously in bringing or in relation to the conduct of proceedings before SAET;
- SAET may:
- 114.3 decline to make an award of costs in favour of the party and may further (if it thinks fit) make an award of costs against the party; or
 - 114.4 reduce the amount of the award of costs to which the party would otherwise have been entitled.
115. Subject to clause 116, an award of costs to cover professional advice or assistance may, if SAET considers appropriate, be made in favour of the person who provided the professional advice or assistance.
116. An award of costs to cover the cost of representation by an employee or employee's union is payable to the union.
117. An award of legal costs cannot exceed 85% of the amount that would be allowable under the relevant Supreme Court scale if the proceedings were in the Supreme Court.

Costs liability of representatives

118. If a professional representative acting for a party to proceedings before SAET under this Schedule (whether personally or through an employee or agent) has caused costs to be incurred improperly or without reasonable cause or to be wasted by undue delay or negligence or by any other misconduct or default, SAET may order:
- 118.1 that all or any of the costs between the professional representative and his or her client be disallowed or that the professional representative repay to his or her client the whole or part of any money paid on account of costs;
 - 118.2 that the professional representative pay to his or her client all or any of the costs which his or her client has been ordered to pay to any party;
 - 118.3 that the professional representative pay all or any of the costs of any party other than his or her client.
119. Without limiting clause 118, a professional representative is in default for the purposes of that subclause if any proceedings cannot conveniently be heard or proceed, or fail or are adjourned without any useful progress being made, because the professional representative failed to:

- 119.1 attend in person or by a proper representative; or
 - 119.2 file any document which ought to have been filed; or
 - 119.3 lodge or deliver any document for the use of SAET which ought to have been lodged or delivered; or
 - 119.4 be prepared with any proper evidence or account; or
 - 119.5 otherwise proceed.
120. SAET may not make an order against a professional representative under clause 118 unless SAET has informed the professional representative of the nature of the order proposed and allowed the professional representative a reasonable opportunity to make representations, and call evidence, in relation to the matter.
121. SAET may order that notice of any proceedings or order against a professional representative under clause 118 be given to the client in such manner as SAET directs.
122. SAET's power to make an order under clause 118 is exercisable by a presidential member of SAET or another member of SAET who is authorised by a presidential member of SAET to make the particular order.

PART 13 – MISCELLANEOUS

Interest on Delayed Income Compensation

123. If:
- 123.1 Income compensation, or part of income compensation, is not paid as and when require to be paid under this Schedule; or
 - 123.2 the payment of income compensation is delayed pending resolution of a dispute over the employer's decision/s on an entitlement to income compensation under this Schedule; then
 - 123.3 interest will be paid on any arrears, however, no interest is payable under this clause if the delay is attributable to some fault on the part of the eligible employee.

Interim payments

124. A person may, pending the final determination of a claim, apply to the employer for interim payments of income compensation under this Schedule.
125. The employer must offer to make interim payments if it fails to determine the relevant claim within 10 business days after tile date of receipt of the claim unless the failure to determine the claim is:
- 125.1 due to the unreasonable failure or refusal of the person making the claim to attend a medical examination arranged by the employer; or
 - 125.2 because the employer has arranged an examination for the purposes of a work capacity review and that examination is yet to occur.
126. If on the final determination of a claim (if the employer rejects the claim, the claim is finally determined when any relevant proceedings have been completely finalised) an amount the employee was not entitled to has been paid under this clause, the employer may recover that amount as a debt in a Court of competent jurisdiction.

Income Compensation and Leave Entitlements

127. Section 50 of the *RTW Act* is incorporated into this Schedule. To the extent that s50 of the *RTW Act* is inconsistent with clauses 80 through 83, those clauses prevail.
128. The references to "weekly payments" in s50 of the *RTW Act* as incorporated into this Schedule are to be read as references to income compensation pursuant to this Schedule.

Injuries that develop gradually

129. The date when an injury that develops gradually or is a disease will be taken to have occurred will be determined in accordance with *RTW Act* s188.

Costs associated with lump sum payment agreements

130. If the employer offers an eligible employee a lump sum payment agreement, and the eligible employee incurs costs in having one or more of annexures A, B or C to such an agreement completed by a professional adviser, a financial adviser or a recognised health practitioner, the employer must reimburse the eligible employee for any such costs subject to any limits applicable at the time the relevant advice is obtained pursuant to ss53 and 54 of the *RTW Act*.

Review & anomalies

131. The employer and the relevant unions parties to the Award and the employer shall:
- 131.1 jointly review the operation of this Schedule with that review to commence 2 years after the order incorporating this Schedule in this Award is made and to conclude within 2 months of commencement; and
 - 131.2 use their best endeavours to resolve perceived anomalies or perceived unfair situations arising out of the operation of this Schedule or the alteration to the rights of employees arising out of the change from the *WR&C Act* to the *RTW Act*.

SCHEDULE 8

ATTACHMENT 1

RECOVERY/RETURN TO WORK PLAN

Recovery/Return to Work Plan

No:

Boxes marked * MUST be completed in full. This is not a prescribed or designated form.

Details

| | |
|--|-------------------------|
| Commencement date/action: | Completion date/action: |
| *Worker's full name: | *Claim no: |
| Pre-injury occupation: | *Date of birth: |
| *Pre-injury employer: | *Date of injury: |
| Return to work coordinator: | *Nature of injury: |
| Is an interpreter required? Yes <input type="checkbox"/> No <input type="checkbox"/> | Preferred language: |

Objectives:**Mandatory:** Select at least one of the following objectives

- ☐ (i) The worker's return to the pre-injury employment with the pre-injury employer;
- ☐ (ii) The worker's return to different employment with the pre-injury employer;
- ☐ (iii) The worker's return to the pre-injury employment but with a different employer;
- ☐ (iv) The worker's return to different employment with a different employer;
- ☐ (v) The worker's return to independence within the community;

| Goal(s): | Actions and services required to meet the goals and objectives of this recovery/return to work plan | By whom (name) By when (date) |
|----------|---|----------------------------------|
| | | |
| | | |
| | | |

Hourly wage rate to be paid by employer (section 19 —Payment of wages for alternative or modified duties): \$

If an eligible employee who has been incapacitated for work in consequence of a work injury undertakes alternative or modified duties under employment or an arrangement that falls outside the eligible employee's contract of service for the employment from which the injury arose, the employer must pay an appropriate wage or salary in respect of those duties.

Stay at work/return to work arrangements:

| From | To | Days | Hours | Work activities | Considerations/Restrictions | Supervisor (name) |
|------|----|------|-------|-----------------|-----------------------------|-------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Important Notice to Eligible Employees

- A failure to comply with an obligation under a recovery/return to work plan may lead to the discontinuance of weekly payments (see section 48(3)(d)(ii) of the Return to Work Act 2014);
- An application for a review of a provision of a recovery/return to work plan may be made but it does not suspend obligations imposed by the plan pending a determination of the review;
- A refusal or failure to undertake work that has been offered and that the worker is capable of performing, or to take reasonable steps to find or obtain suitable employment, may lead to the discontinuance of payments (see section 48 of the Return to Work Act 2014). This may also occur if a worker obtains suitable employment and then unreasonably discontinues the employment.

Preparation details

| | |
|---------------------------------|------------|
| Prepared by: | Telephone: |
| Position: | Email: |
| Relevant comments by any party: | |

Agreement (a signature confirms the party has been consulted in preparing this recovery/return to work plan)

| Parties involved | Print name | Signature (or reason if none) | Date |
|-------------------|------------|-------------------------------|------|
| Eligible Employee | | | |
| Employer | | | |
| Treating Doctor | | | |

Established/Approved

| | | | | |
|-------------------------------|----------------------|------|-----------------------------------|---------------------------------------|
| Recovery/return to work plan: | | | <input type="checkbox"/> Approved | <input type="checkbox"/> Not approved |
| Employer Signature | Initials and surname | Date | | |
| Employer Comments: | | | | |

SCHEDULE 8**ATTACHMENT 2****Lump Sum Agreement
To
EXTINGUISH RIGHTS**

[to income compensation and/or medical and/or related expense compensation]
(amend as appropriate)

Pursuant to Schedule 8 of the South Australian Government Health Etc. Ancillary Employees Award

This is an agreement between:

[insert eligible employee's name]
"the eligible employee"

And

Chief Executive of the Department of Treasury and Finance
"the employer"

Background

1. The eligible employee suffered an injury or injuries as follows (the injury or injuries)::

| Injury Date | Injury Description |
|-------------|--------------------|
| | |
| | |

2. The employer has undischarged liabilities to the eligible employee to pay income compensation and compensation for medical and/or related expenses [delete "income compensation and" if appropriate] in respect of the injury or injuries in accordance with Schedule 8 of the South Australian Government Health Etc. Ancillary Employees Award **(the undischarged liabilities)**.
3. Noting that no lump-sum payment agreement can be finalised unless the eligible employee has received competent professional advice about the consequences of this agreement, the eligible employee has received such advice, as appears from Annexure "A".
4. Noting that no lump-sum payment agreement can be finalised unless the eligible employee has received competent financial advice about the investment or use of the lump sum payment, the eligible employee has received such advice, as appears from Annexure "B".
5. Noting that no lump-sum payment agreement can be finalised unless a recognised health practitioner has certified that the extent of the eligible employee's incapacity resulting from the Injury or Injuries can be determined with a reasonable degree of confidence and has advised the eligible employee about the future medical assistance of any kind that the eligible officer will or is likely to require on account of the Injury or Injuries and any related surgery, treatment or condition, a recognised health practitioner has so certified and has so advised as appears from Annexure "C".
6. The eligible employee and the employer have reached an agreement for the employer to pay a lump sum to the eligible employee which payment will extinguish the undischarged liabilities.

THE ELIGIBLE EMPLOYEE AND THE EMPLOYER HEREBY AGREE AND ACKNOWLEDGE

7. That the matters set out in paragraphs 1 through 6 of this agreement are true and correct to the best of the eligible employee's and the employer's knowledge, understanding and belief.

NOTIFICATION TO ELIGIBLE EMPLOYEE

Under Section 33A of the *Health and Other Services (Compensation) Act 1995* (Medicare Act), you are advised that the employer intends to make an advance payment under Section 338 of the Medicare Act for compensation payable under a judgment or settlement as follows:

1. The employer intends to make an advance payment to the Commonwealth.
2. The amount of the advance payment will be 10% of the total redemption [insert dollar figure].
3. The Commonwealth can retain some or all of the advance payment for eligible benefits paid by the Commonwealth in respect of services and care rendered or provided in the course of treatment for, or as a result of, your compensable injury or injuries. If the amount specified in the notice under Section 33C of the Act is less than the amount of advance payment, the difference is payable by the Commonwealth to you.
4. You will be required to make an additional payment to the Commonwealth in respect of the eligible benefits if the amount specified by the written notice given to you under Section 33C of the Act is greater than the amount of the advance payment.

I acknowledge receipt of the above advice.

[insert name of eligible employee]

.....

Date

ANNEXURE "A"

PROFESSIONAL ADVICE

SUBJECT: Lump sum payment agreement under Schedule 8 of the South Australian Government Health Etc. Ancillary Employees Award

I, [insert name of eligible employee], have received competent professional advice about the consequence of a lump-sum payment in the amount of

..... from

I have received advice on matters including the following:

- A. That on receipt of this lump-sum payment I have no entitlement to income compensation in respect of dates on or after receipt of that payment or payment of medical and/or related expenses incurred on or after receipt of that payment in relation to my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- B. That on receipt of lump-sum payment in respect of medical and/or related expenses I may not be able to claim medical benefits from Medicare nor my health fund for treatment regarding my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- C. Taxation implications of the lump sum payment, if any. In particular, I have been advised that it may seek a private ruling in accordance with the Income Tax Assessment Act 1997.
- D. Centrelink implications in relation to the lump-sum payment.

[Insert name of eligible employee]

Adviser's name

[Insert address of eligible employee]

Adviser's Company name and address:

.....

.....

Eligible employee's signature

Adviser's Signature

.....

.....

Date and time signed by eligible employee

Date and time signed by adviser:

ANNEXURE “B”**FINANCIAL ADVICE**

SUBJECT: Lump-sum payment agreement under Schedule 8 of the South Australian Government Health Etc. Ancillary Employees Award

I, [Insert name of eligible employee] have received competent financial advice from

.....

About the investment or use of the lump-sum payment of [insert dollar figure]. I am satisfied the advice is appropriate to my circumstances

[Insert name of eligible employee]

Adviser's Name:

[Insert address of eligible employee]

Adviser's Company name and address:

.....

Eligible employee's signature

.....

Adviser's Signature

.....

Date and time signed by eligible employee:

.....

Date and time signed by adviser:

ANNEXURE “C”**MEDICAL CERTIFICATE**

SUBJECT: Lump-sum payment agreement under Schedule 8 of the South Australian Government Health Etc. Ancillary Employees Award

I, hereby certify that the extent of [insert name of eligible employee]’s, incapacity result from the following injury/injuries can be determined with a reasonable degree of confidence:

| Injury date | Injury description | Employer |
|--------------------|---------------------------|-----------------|
| | | |
| | | |
| | | |

I also certify that [insert name of eligible employee] has received advice from me about the future medical services (and, if relevant, therapeutic appliances and other forms of assistance related to his or her future health) that [insert name of eligible employee] will or is likely to require on account of the work injury or injuries set out above and any related surgery, treatment or condition.

Signature:

Qualifications:

Address/contact details:

Date:

APPLICATIONS FILED

| <i>Case No.</i> | <i>Description</i> |
|-------------------|---|
| 06688/2000 | AWARD VARIATION re inclusion of "administrative" employment conditions, deletion of obsolete provisions. Matter adjourned sine die. |
| 02529/2001 | AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements re SWC 2000. Oupdate 09/02/2001. |
| 04213/2001 | AWARD VARIATION Award varied. Sch. 1 Rates of Pay, Sch. 2 Allowances for the SWC 2001. Oupdate 09/07/2001. |
| 00594/2002 | AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements re SWC 2001. Oupdate 09/02/2002. |
| 04328/2002 | AWARD VARIATION Award varied. Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2002. Oupdate ppc 09/07/2002. |
| 07903/2002 | AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements re SWC 2002. Oupdate ppc 13/11/2002. |
| 01880/2003 | AWARD VARIATION Award varied. New Sch. 7 Supported Wage Provisions. Oupdate ppc 14/04/2003. |
| 03480/2003 | AWARD VARIATION Award varied. Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2003. Oupdate ppc 09/07/2003. |
| 07427/2003 | AWARD VARIATION Award varied. Sch 6 Training Wage Arrangements re National Training Wage & SWC 2003. Oupdate ppc 13/11/2003 |
| 04351/2004 | AWARD VARIATION Award varied. Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2004. Oupdate ppc 09/07/2004. |
| 06744/2004 | AWARD REVIEW S99 Award varied. Cl. 7.3 Right of Entry. Oupdate ppc 24/03/2006. |
| 08052/2004 | AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements re SWC 2004. Oupdate ppc 13/11/2004. |
| 00435/2005 | AWARD VARIATION Award varied. Cl. 3.2 Part-time Employment, Cl. 3.3 Casual Employment, new Cl. 3.4 Temporary Employment. Oupdate 07/02/2005. |
| 02303/2005 | AWARD VARIATION Award varied. Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2005. Oupdate ppc 09/07/2005. Sch. 6 Training Wage Arrangements oupdate ppc 13/11/2005. |
| 00653/2006 | AWARD VARIATION Award varied. Cl. 1.8 Definitions, Cl. 3.7 Shut Down, New Cl. 9.1 Personal Leave - Injury & Sickness, New Cl. 9.2 Bereavement Leave, New Cl. 9.3 Parental Leave, New Cl. 9.4 Personal Leave to Care for a Family Member. Oupdate 21/02/2006. |
| 00945/2006 | AWARD VARIATION Award varied. Cl. 6.1.8.11 Meal Allowance. Oupdate ppc 23/12/2005. |
| 01007/2006 | AWARD VARIATION Award varied. Sch. 6 Training Wage Arrangements. Oupdate ppc 16/03/2006. |

| <i>Case No.</i> | <i>Description</i> |
|-------------------|--|
| 03414/2006 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Sch.1 Rates of Pay, Sch. 7 Supported Wage Provisions re Remuneration Minimum Standard. Oupdate ppc 17/04/2006. |
| 04255/2006 | AWARD VARIATION Award varied. New Cl. 2.4 Safety Net Adjustments, New Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances (update ppc 09/07/2006); Sch. 6 Training Wage Arrangements (update ppc 13/11/2006) re General Appln to Review Wages 2006. |
| 02406/2007 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Sch.1 Rates of Pay, Sch. 7 Supported Wage Provisions re Minimum Standard for Remuneration. Oupdate ppc 02/03/2007. |
| 04503/2007 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2007 & Minimum Standard. Oupdates ppc 09/07/2007, 01/10/2007, 13/11/2006 & 01/01/2008. |
| 00102/2008 | AWARD REVIEW S99 Award varied. Cl. 1.3 Scope & Persons Bound, Cl. 1.7 Work Level Definitions, Cl. 1.8 Definitions, Cl. 6.1 Shift Work, Cl. 6.2 Overtime - Day Workers, Cl. 6.4 Uniforms & Protective Clothing, Cl. 7.1 Grievance and Dispute Settling Procedure, Cl. 8.1 Other Conditions of Employment, Cl. 8.5 Anti-Discrimination, Delete Sch. 5 Commonwealth Government Job Skills Program (update 01/04/2008); Cl. 2.3 Junior Employees, Sch. 1 Rates of Pay (update ppc 01/01/2008) re change of nomenclature and State Minimum Award Wage. |
| 01889/2008 | AWARD CONDITIONS Recommendations issued re various issues, including award coverage and classification levels. |
| 05969/2008 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2008. Oupdate ppc 01/10/2008 |
| 03505/2009 | AWARD CONDITIONS re conversion of sick leave from days to hours and the arrangements for translation of Level 2 Disability Services Officers to the new Disability Services Officer structure. |
| 05722/2009 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2009. Oupdate ppc 01/10/2009. |
| 04695/2010 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2010. Oupdate ppc 01/10/2010 |
| 04452/2011 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2011. Oupdate ppc 01/10/2011. |
| 04550/2011 | DISPUTE Change to rostered hours of work of a permanent part time employee – see Decision [2012] SAIRComm 3. |

| <i>Case No.</i> | <i>Description</i> |
|-------------------|--|
| 05904/2011 | AWARD VARIATION Award varied. Cl. 3.3 Casual Employment re MSR Casual Loading Case. Updates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014. |
| 02800/2012 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2012. Update ppc 01/07/2012. |
| 03319/2013 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2013. Update ppc 01/07/2013. |
| 04479/2014 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2014. Update ppc 01/07/2014. |
| 06627/2015 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2015. Update ppc 01/07/2015. |
| 07609/2015 | INTERPRETATION re Whether an employee who performs Team Leader activities for more than a certain number of employees is to be paid an additional amount per week (as specified) means the employee is to be paid that amount in full no matter how many hours per week the employee performs such activities, or is to be paid the additional amount on a pro rata basis by reference to the number of hours per week the employee performs the relevant Team Leader activities. See [2016] SAIRC 37 - 19/12/2016. |
| 3193/2016 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2016. Update ppc 01/07/2016. |
| 5422/2016 | AWARD CONDITIONS Referral of a dispute to the Commission for determination re refusal of employer to convert temporary employee to permanent status. Application of relevant Award clause considered. Held: Applicant satisfied eligibility requirements for conversion to permanent status. [2017] SAIRComm 7 (17 May 2017) |
| 3280/2017 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2017. Update ppc 01/07/2017. |
| 00610/2018 | AWARD VARIATION Award varied. New Cl. 8.6 & new Sch. 8 Additional Compensation for Certain Work Related Injuries or Illnesses. Update 30/09/1987. |
| 4382/2018 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2018. Update ppc 01/07/2018. |

| <i>Case No.</i> | <i>Description</i> |
|--------------------|---|
| ET-19-01422 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2019. Oupdate ppc 01/07/2019. |
| ET-19-00720 | S99 REVIEW OF AWARD Award varied. Cl. 1.3 Scope and Persons Bound, Cl. 1.7 Work Level Definitions, Cl. 1.8 Definitions, Cl. 3.2 Part-time Employment, Cl. 3.3 Casual Employment, Cl. 3.4 Temporary Employment, Cl. 3.7 Shut Down, Cl. 6.1 Shift Work, Cl. 6.2 Overtime - Day Workers, Cl. 6.4 Uniforms and Protective Clothing, Cl. 7.1 Grievance and Dispute Settling Procedure, Cl. 7.2 Enterprise Flexibility Provision, Cl. 7.3 Right of Entry, Cl. 8.1 Other Conditions of Employment, Cl. 8.5 Anti-Discrimination, Sch. 3 Translation Arrangements, Sch. 6 Training Wage Arrangements (cl.S6.5 Definitions, cl.S6.10 Dispute Settlement Over Traineeship Schemes), Sch. 7 Supported Wage Provisions, Sch. 8 Additional Compensation for Certain Work Related Injuries or Illnesses. Oupdate ppc 01/10/2019. |
| ET-21-00552 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2020 (wages). Oupdate ppc 01/07/2020. |
| ET-21-00552 | AWARD VARIATION Award varied. Sch. 1 Rates of Pay ((iii) Special Arrangements), Sch. 2 Allowances ((a) Payment for Post Mortems, (b)(i), (ii), (iii) Cold Places, (c) Disability Allowance) re SWC 2020 (allowances). Oupdate ppc 01/07/2020. |
| ET-22-00821 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2021 (wages). Oupdate ppc 01/07/2021. |
| ET-23-00803 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay,Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2022 (wages). Oupdate ppc 01/07/2022. |
| ET-23-05990 | AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.4 Safety Net Adjustments, Cl. 2.5 Economic Incapacity Applications, Sch. 1 Rates of Pay,Sch. 2 Allowances, Sch. 6 Training Wage Arrangements, Sch. 7 Supported Wage Provisions re SWC 2023 (wages). Oupdate ppc 01/07/2023. |