SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

ADELAIDE CITY CORPORATION AWARD

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

PART 1 - APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 ARRANGEMENT

OPDATE 01:01:2012 on and from
This Award is arranged as follows:

1.1.1 **By part**

Clause no. *Title*

Part 1 - Application and operation of Award

1.1 Arrangement
1.2 Minimum Standard for Remuneration
1.3 Scope, persons bound and locality
1.4 Commencement date of Award and duration
1.5 Definitions
1.6 Continuous service

Part 2 - Award flexibility

2.1 Enterprise flexibility
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Part 3 - Communication, consultation, and dispute resolution

3.1 Introduction of change
3.2 Dispute settling procedure
3.3 Employee disciplinary procedure

Part 4 - Employer and employees' duties, employment relationship and related arrangements

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4.6 Stand down of employees

Part 5 - Wages and related matters

5.1 Classification and wage rates
5.2 Apprentices
5.3 Juniors
5.4 Allowances
5.5 Supported wages system for employees with disabilities
5.6 Mixed functions / higher duties
5.7 Payment of wages
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Clause no. *Title*

Part 6 - Hours of work, breaks, overtime, shift work, weekend work

6.1 Hours of work
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Part 7 - Leave of absence and public holidays

7.1 Annual leave
7.2 Sick leave
7.3 Bereavement leave
7.4 Parental leave
7.5 Carers leave
7.6 Public holidays
7.7 Trade union training leave
7.8 Study leave

Part 8 - Transfers, travelling and working away from usual place of work

8.1 Travelling, transport and fares

Part 9 - Training

9.1 Training wage arrangements

Part 10 - Occupational health and safety matters, equipment, tools and amenities

10.1 Clothing, equipment and tools
10.2 Occupational health and safety

Part 11 - Award compliance and association related matters

11.1 Posting of Award
11.2 Time and wages records
11.3 Right of entry

Schedules

Sch. 1 Wage rates
Sch. 2 Supplementary payments
Sch. 3 Service payments
Sch. 4 Actual rates of pay
Sch. 5 Work related allowances
Sch. 6 Expense related allowances
Sch. 7 Minimum wage
Sch. 8 Supported wage system
Sch. 9 Training wage arrangements

1.1.2 **In alphabetical order**

Clause no. *Subject matter*

Sch. 4 Actual rates of pay
7.1 Annual leave
4.1 Anti-discrimination
4.5 Absence from duty
5.4 Allowances

Clause no. *Subject matter*

Sch. 6 Allowances - expense related
Sch. 5 Allowances - work related
5.2 Apprentices
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1.4 Commencement date of Award and duration
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11.3 Right of entry
1.3 Scope, persons bound and locality
Sch. 3 Service payments
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11.2 Time and wages records
7.7 Trade union training leave
Sch. 9 Training wage arrangements (& 9.1)
8.1 Travelling, transport and fares
6.4 Weekend work in ordinary time
Sch. 1 Wage rates
6.2 Work breaks
Sch. 5 Work related allowances

CLAUSE 1.2 MINIMUM STANDARD FOR REMUNERATION

OPDATE 01:01:2012 on and from

If this Award provides for remuneration or other conditions of employment that are inferior to the standards that apply under Chapter 3 Part 1 Division 2 of the ***Act***, the Award is taken to be modified to the extent necessary to meet those standards.

CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 01:01:2012 on and from

1.3.1 This Award is binding on the Corporation of the City of Adelaide, the Amalgamated AWU (S.A.) State Union and all employees (excepting any clerical and related employees and other non-manual employees) engaged by the Corporation of the City of Adelaide.

1.3.2 **Exclusion**

This Award entirely excludes the operation and effects of the Local Government Employees Award in relation to the employment of all employees engaged by the employer.

CLAUSE 1.4 COMMENCEMENT DATE OF AWARD AND DURATION

OPDATE 01:01:2012 on and from

This Award comes into operation at 12.01am on 1 January 2012 and remains in force subject to amendments or until rescinded or replaced.

CLAUSE 1.5 DEFINITIONS

OPDATE 01:01:2012 on and from

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

1.5.2 **SAET** means the South Australian Employment Tribunal.

1.5.3 ***Corporation*** means the Corporation of the City of Adelaide.

1.5.4 **Employee** means an employee covered by this Award.

1.5.5 ***Parties*** means the Corporation of the City of Adelaide, the Amalgamated AWU (S.A.) State Union and all employees employed pursuant to this Award.

1.5.6 ***Union*** means the Amalgamated AWU (S.A.) State Union.

CLAUSE 1.6 CONTINUOUS SERVICE

OPDATE 01:01:2012 on and from

1.6.1 **Maintenance of continuous service**

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

(a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.

(b) Absence of the employee from work for any cause by leave of the Corporation.

(c) Absence from work on account of illness, disease or injury.

(d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

(e) Interruption or termination of the employee's service by an act or omission of the Corporation with the intention of avoiding any obligation imposed by this Award, the ***Act*** or the *Long Service Leave Act 1987*.

(f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the Corporation in consequence of the settlement of the dispute.

(g) Transfer of the employment of an employee from another Council to the Corporation subject to the provisions of the *Local Government Act 1999*.

1.6.2 **Calculation of period of service**

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

1.6.2.1 To the extent that the employee receives or is entitled to receive pay for the period; or

1.6.2.2 Where the absence results from a decision of the Corporation to stand the employee off without pay.

PART 2 - AWARD FLEXIBILITY

CLAUSE 2.1 ENTERPRISE FLEXIBILITY

OPDATE 01:01:2012 on and from

2.1.1 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the Corporation and employees. The ***Union*** will be entitled to be represented when it has one or more members employed by the Corporation at that site.

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

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

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

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

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

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

(b) that the majority of employees covered by the agreement genuinely agree to it;

(c) that the Award variation necessitated by the agreement is consistent with the requirements of section 79 of the ***Act***.

2.1.7 The failure by the Corporation to give the ***Union*** an opportunity to be involved in the consultative process leading to the making of an agreement may result in the **SAET** adjourning or refusing the application to vary the Award.

CLAUSE 2.2 MULTI-SKILLING

OPDATE 01:01:2012 on and from

The Corporation may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 01:01:2012 on and from

3.1.1 **Notification of intended change**

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

3.1.1.2 ***Significant effects*** include:

- termination of employment;
- major changes in the composition, operation or size of the Corporations workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work (in addition to the provisions of 6.1.3);
- the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

3.1.2 **Consultation with employees and their Union**

3.1.2.1 The Corporation will discuss with the employees affected and their ***Union***, among other things:

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

The Corporation will give prompt consideration to matters raised by the employees and/or their ***Union*** in relation to the changes.

3.1.2.2 The discussions will commence as early as practicable after a definite decision has been made by the Corporation to make the changes referred to in 3.1.1.1.

3.1.2.3 For the purposes of such discussion, the Corporation will provide in writing to the employees concerned and the ***Union***:

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

The Corporation is not required to disclose confidential information disclosure of which, when looked at objectively, would be against the Corporations interests.

CLAUSE 3.2 DISPUTE SETTLING PROCEDURE

OPDATE 01:01:2012 on and from

3.2.1 The procedures below are established in order to minimise the effects of industrial disputes and are entered into by the ***parties*** as a measure and commitment to this effect without limiting the rights of any ***party***.

At all stages of the procedures, the parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

3.2.2 **Stages of Dispute Settlement**

Stage 1: The employee and /or the Job Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate, the Supervisor will contact the employee and/or the Job Representative.

Stage 2: If the dispute is not settled at Stage 1, the employee and the Job Representative will meet with the Supervisor and his/her Manager.

Stage 3: If the dispute is not settled at Stage 2, the employee, Job Representative and ***Union*** Organiser will meet with the Supervisor/Manager and CEO (or their delegate).

Stage 4: If the dispute is not settled at Stage 3, the State Secretary of the ***Union*** will be advised.

Stage 5: If the dispute is not settled at Stage 4, either party may refer the matter to the **SAET** for conciliation and/or arbitration.

Every effort will be made to ensure that the processes contained in Stages 1, 2, and 3 above, will be completed within five working days.

CLAUSE 3.3 EMPLOYEE DISCIPLINARY PROCEDURE

OPDATE 01:01:2012 on and from

3.3.1 The purpose of this procedure is to:

3.3.1.1 Ensure that all Supervisors and Managers have a framework in which to effect responsible disciplinary processes within the workplace;

3.3.1.2 Ensure that all employees know and understand the disciplinary processes;

3.3.1.3 Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance;

3.3.1.4 To provide a workplace environment where employees are committed to performing to the best of their abilities;

3.3.1.5 To ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards;

3.3.1.6 To ensure that work practices and methods are designed and conducted in such a way so as to avoid risk of injury and risk to health of employees.

3.3.2 **Representation**

The employee may have another person of their choosing present at all stages of the disciplinary process at their own expense.

3.3.3 **The process - minor and serious misdemeanours**

3.3.3.1 For the purposes of this procedure, a misdemeanour relates to both poor work performance and unacceptable behaviour.

3.3.3.2 A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour.

3.3.3.3 A number of minor misdemeanours may be categorised as a serious misdemeanour.

3.3.4 **Minor misdemeanour**

3.3.4.1 A minor misdemeanour need not be dealt with on the basis of a formal disciplinary action but may be dealt with informally by a Supervisor.

3.3.4.2 Where an employee repeats unacceptable behaviour and/or performance or commits further misdemeanours the Supervisor will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits.

3.3.4.3 The Supervisor may decide to effect further counselling and/or guidance or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process effected.

3.3.5 **Serious misdemeanour**

A performance and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences.

3.3.6 **Formal disciplinary action (serious misdemeanour)**

<u>The first stage</u>:

3.3.6.1 The Supervisor will conduct an investigation into the matter.

3.3.6.2 Following the investigation the employee will be informed of the facts and asked to explain.

3.3.6.3 If the employee's explanation is unacceptable, then he or she will be given a first warning.

3.3.6.4 The Supervisor will keep a detailed record of the serious misdemeanour, the employee's explanation and the warning given. The warning will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment.

A copy of the document will be provided to the employee. A further copy will be sent to the Manager of Human Resources (or his/her delegate).

3.3.6.5 The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the supervisor's report.

The second stage:

3.3.6.6 In the event of the serious misdemeanour being repeated or further misdemeanours committed, the Supervisor may affect counselling or guidance session(s) or may decide that a second and final warning is necessary. The procedure to be followed is as per 3.3.6.1 (in conjunction with the Manager of Human Resources and his/her delegate) and 3.3.6.2 of the first stage.

3.3.6.7 If it is decided to effect further counselling and/or guidance the Supervisor will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee. A further copy will be sent to the Manager of Human Resources (or his/her delegate).

3.3.6.8 If the employee's explanation is unacceptable a second warning will be given in the presence of a more senior line supervisor or Manager. The same procedure as per 3.3.6.4 and 3.3.6.5 of the first stage will be followed.

3.3.6.9 When situations arise where an employee commits misconduct bordering upon gross misconduct the supervisor, after consulting a more senior line supervisor or manager, may elect to immediately apply the second stage process.

The third stage:

3.3.6.10 In the event of further misdemeanour, the Supervisor having conducted an investigation will, in the presence of a more senior line Supervisor or Manager meet with the employee, advise of the facts and seek an explanation.

3.3.6.11 If the explanation is unacceptable the employee will be given an opportunity to state any reasons why action should not be taken.

3.3.6.12 All of the facts, including the employee's explanation and reasons will then be referred to the Manager of Human Resources (or his/her delegate) who will consult with the General Manager (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate.

3.3.6.13 Where termination of employment or other formal disciplinary action is appropriate, the employee will be advised that a further meeting will be held with the Manager of Human Resources (or his/her delegate).

3.3.6.14 If the termination of employment is appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment.

3.3.6.15 If the employee is to be demoted and/or transferred, they will be so advised and a formal letter written to them.

3.3.7 **Gross misconduct - instant dismissal**

3.3.7.1 The Corporation has the right under common law to dismiss an employee without notice for gross misconduct. In such instances, the employee will only be entitled to payment for work already performed in that week.

3.3.7.2 Gross misconduct occurs when an employee is guilty of a serious offence and his or her conduct is such as to repudiate his/her contract of employment. Each case will be considered on its merits.

3.3.7.3 The Supervisor will thoroughly and immediately investigate the matter.

3.3.7.4 The employee will be informed of the facts and given an opportunity to explain. The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses.

3.3.7.5 A decision to dismiss will only be made following consultation between the Manager of Human Resources (or his/her delegate) and the General Manager (or his/her delegate).

3.3.7.6 Where an immediate decision is not practical, the Supervisor may suspend the employee from duty without loss of ordinary pay.

3.3.7.7 If it is determined that the immediate dismissal is the appropriate course of action, then the employee will be advised both verbally and in writing.

3.3.7.8 If it is determined that alternative disciplinary action is more appropriate, the options available within part 3.3.4 being the warning process and/or guidance and counselling and/or demotion or transfer will be effected in accordance with this clause.

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

CLAUSE 4.1 ANTI-DISCRIMINATION

OPDATE 01:01:2012 on and from

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

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

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

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

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

4.1.3.3 An employee, the Corporation or ***Union***, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

4.1.4 Nothing in this clause is to be taken to prevent a matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

CLAUSE 4.2 EMPLOYMENT CATEGORIES

OPDATE 01:01:2012 on and from

4.2.1 **Probationary employment**

4.2.1.1 The Corporation may engage new employees or promote existing employees on a probationary basis of 3 months duration for the purpose of facilitating the assessment of an employees work performance.

4.2.1.2 The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial 3 months of employment.

4.2.1.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance), will not be given before the employee has been reasonably counselled by the Corporation.

4.2.1.4 If during or at the completion of the probationary period the Corporation terminates the services of an employee, such employee will be given two weeks notice of such intention or the Corporation shall pay two weeks wages, as the case may be.

4.2.1.5 Provided however, that where an existing employee is promoted to a higher classification under the Award, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees suitability for the position.

4.2.1.6 Provided further, that where the employee has within the last 12 months acted in the position for an accumulated period of 3 months, the employee will be considered to have satisfied this requirement.

4.2.2 **Weekly hired employment (full time and part-time)**

The contract of hiring of every employee bound by this Award will, other than in the case of casual employees, be deemed to be a hiring by the week. A full-time and part-time employee will be paid the rates prescribed under Schedule 4 (Actual Rates of Pay).

4.2.3 **Part-time employment**

4.2.3.1 An employee who performs work (less than 38 hours per week), on a regular basis, may be engaged as a regular part-time employee. The employee is employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee, but on a pro-rata basis according to the normal weekly hours worked.

4.2.3.2 Part-time employees are entitled to overtime payments for work performed in excess of the daily hours normally performed by the employee in accordance with his/her contract of employment, subject to any arrangements (re: flexible working hours), which may operate in respect of the workforce or work groups.

4.2.3.3 Provided however, that the ordinary hours of work for a part-time employee can be altered by mutual agreement between the Corporation and the employee concerned, to cover short-term or longer-term operational requirements.

4.2.4 **Casual employment**

4.2.4.1 A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 20% in addition to the applicable rates of pay prescribed under Schedule 4 - Actual Rates of Pay.

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

4.2.4.3 Notwithstanding anything else included in this Award, an employee engaged as a Casual Swimming Pool Attendant shall be paid at the rate of 1/38th of the weekly rate, per hour for a Swimming Pool Attendant in Schedule 1 - Wage Rates of this Award, for all time worked.

4.2.4.4 Where a casual employee, on any day, reports for duty without having received notice before leaving home that they are not required, the employee will be paid no less than 3 hours.

4.2.5 **Fixed term employment**

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

CLAUSE 4.3 TERMINATION OF EMPLOYMENT

OPDATE 01:01:2012 on and from

4.3.1 Notice of termination by employer

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

Period of continuous service	*Period of notice*
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 year	At least 3 weeks
More than 5 years	At least 4 weeks

4.3.1.2 In addition to the notice in 4.3.1.1, employees over forty-five years of age at the time of giving notice with not less than 2 years continuous service are entitled to additional notice of one week.

4.3.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.3.1.1 and/or 4.3.1.2 and/or 4.4.4 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

4.3.1.4 In calculating any payment in lieu of notice the Corporation must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

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

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

4.3.2 Time off during notice period

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

4.3.3 Statement of employment

The Corporation must provide an employee whose employment has been terminated, a written statement specifying the period of the employees employment and the classification of, or the type of work performed by the employee.

4.3.4 Payment in lieu

If the Corporation 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 Corporation for the purposes of computing any service related entitlement of the employee.

4.3.5 Notice of termination by employee

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

Period of continuous service	*Period of Notice*
Not more than 1 year	1 week
More than 1 year	2 weeks

CLAUSE 4.4 REDUNDANCY

OPDATE 01:01:2012 on and from

4.4.1 **Definition**

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

4.4.2 **Exclusions**

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

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

4.4.3 **Discussions before termination**

4.4.3.1 Where the Corporation has made a decision that the Corporation no longer requires the job the employees have been doing done by anyone and that decision may lead to termination of employment, the Corporation will have discussions as soon as practicable with the employees directly affected and with the ***Union***.

Discussions must include:

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

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

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

The Corporation is not required to disclose confidential information the disclosure of which when looked at objectively, would be against the Corporations interests.

4.4.4 **Period of notice of termination on redundancy**

4.4.4.1 If the services of an employee are to be terminated due to ***redundancy*** such an employee must be given notice of termination as prescribed by Clause 4.3 of this Award.

4.4.4.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the Corporation of automation or other technological changes in the industry in relation to which the Corporation is or other like engaged must be given not less than three months notice of termination.

4.4.4.3 Should the Corporation fail to give notice of termination as required in 4.4.4.1 or 4.4.4.2 in this Award the Corporation must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the Corporation for the purposes of the *Long Service Leave Act 1987*.

4.4.5 **Time off during notice period**

4.4.5.1 During the period of notice of termination given by the Corporation an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

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

4.4.6 **Severance pay**

4.4.6.1 In addition to the period of notice prescribed for termination in Clause 4.4 and 4.4.4.1 or 4.4.4.2 an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

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

4.4.6.2 The severance payment need not exceed the amount which the employee would have earned if employment with the Corporation had proceeded to the employees agreed date of retirement or the employees eligibility date for social security benefits.

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

4.4.7 **Incapacity to pay**

The Corporation may make application to the **SAET** for an order to have the severance pay prescription varied on the basis of the Corporation's incapacity to pay.

4.4.8 **Written notice**

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

(a) the date and time of the proposed termination of the employees employment;

(b) details of the monetary entitlements of the employee upon termination of the employees employment including the manner and methods by which those entitlements have been calculated;

(c) advice as to the entitlement of the employee to assistance from the Corporation, including time off without loss of pay, in seeking other employment, or arranging training or retraining for future employment; and

(d) advice as to the entitlement of the employee should the employee terminate employment during the period of notice.

4.4.9 **Transfer to lower paid duties**

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

4.4.10 **Employee leaving during notice**

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

CLAUSE 4.5 ABSENCE FROM DUTY

OPDATE 01:01:2012 on and from

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

CLAUSE 4.6 STAND DOWN OF EMPLOYEES

OPDATE 01:01:2012 on and from

4.6.1 The Corporation is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery, or a failure of power, or a shortage of material, or a strike or any cause for which the Corporation cannot reasonably be held responsible.

4.6.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work, the employee will be paid in respect of that day not less than 2 hours pay.

Such notice may be given either personally or by written notice left at the employees last known place of abode.

PART 5 - WAGES AND RELATED MATTERS

CLAUSE 5.1 CLASSIFICATION AND WAGE RATES

OPDATE 01:01:2012 on and from

5.1.1 Classifications and wage rates appear in Schedules 1 to 4 of this Award.

5.1.2 Service Payments will be made to all employees (except those employees engaged on a casual basis).

CLAUSE 5.2 APPRENTICES

OPDATE 01:07:2026 1st pp on or after

5.2.1 The minimum weekly rate of wages for apprentices under the age of 21 years will be the undermentioned percentages of the ordinary weekly rate payable to the appropriate trade rate:

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

5.2.2 An adult apprentice must receive at least the adult minimum wage as specified in the *Declaration of the Minimum Standard for Remuneration Pursuant to S 69(3) of the Fair Work Act 1994* ($1023 as from 1st pp on or after 01/07/2026).

CLAUSE 5.3 JUNIORS

OPDATE 01:01:2012 on and from

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

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

5.3.3 Juniors employed in Swimming Pool Centres will receive the following rate of pay based on the Swimming Pool Attendant classification:

17 years and under	60%
18 years	70%
19 years	80%
20 years	90%

CLAUSE 5.4 ALLOWANCES

OPDATE 01:01:2012 on and from

Details of all work related allowances are as prescribed in Schedule 5.

CLAUSE 5.5 SUPPORTED WAGES SYSTEM FOR EMPLOYEES WITH DISABILITIES

OPDATE 01:01:2012 on and from

Supported wage provisions are in Schedule 8 of this Award.

CLAUSE 5.6 MIXED FUNCTIONS / HIGHER DUTIES

OPDATE 01:01:2012 on and from

5.6.1 **Mixed functions**

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

5.6.1.2 Where an employee acts in a position of higher level for an accumulated period of 6 months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.

5.6.2 **Higher duties**

5.6.2.1 An employee directed by the Corporation to perform duties of higher value exceeding the classifications of this Award, shall be paid in accordance with the following for the time so worked.

- the minimum wage rate for the higher classification if he/she substantially performs the duties thereof;

  or

- a wage rate commensurate with the value of the duties he/she is so directed to perform.

5.6.2.2 Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.

5.6.2.3 This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc.

5.6.2.4 Any dispute as to whether an employee is substantially performing the duties of a higher classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with in the first place through discussion between the Corporation and the ***Union***, and if agreement cannot be reached, then the matter shall be determined in accordance with the Dispute Settlement Procedure contained in Clause 3.2.

CLAUSE 5.7 PAYMENT OF WAGES

OPDATE 01:07:2026 1st pp on or after

5.7.1 The Corporation will make payment of wages to employees on a fortnightly basis by means of electronic funds transfer into recognised financial institution accounts nominated by the employee. Provided that any decision of the **SAET** is computed initially to apply on a weekly basis.

5.7.2 The Corporation will furnish to each employee on the pay envelope or in a written statement, or show in the time book at the time when wages are paid particulars as follows:

- gross earnings or wages, including overtime and other earnings

- the amount paid as overtime

- the amount deducted for tax
- particulars of other deductions
- the net amount paid
- allowances will be shown separately; and
- annual leave and sick leave entitlements will be shown on pay slips or employees will be provided with an annual summary of leave taken and leave due.

5.7.3 **Safety net adjustments**

The rates of pay in this Award include the safety net adjustment payable under the *2026 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 *2026 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.

5.7.4 **Economic incapacity applications**

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 *2026 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2024*. 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.

CLAUSE 5.8 SUPERANNUATION

OPDATE 01:01:2012 on and from

Note: The Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005 provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the FWA guidance note — Choice of Superannuation Funds and Award Provisions.

5.8.1 The provisions of this clause apply to all employees covered by the Award with the following exceptions:

- casual employees working less than 10 hours per week
- an employee who is engaged for a period of less than 10 continuous weeks with the Corporation.

5.8.2 Subject to the provisions of 5.8.1, the Corporation will pay to the Local Government Superannuation Scheme an amount (in respect to each employee), no less than the amount specified in the Superannuation Guarantee Act.

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

CLAUSE 6.1 HOURS OF WORK

OPDATE 01:01:2012 on and from

6.1.1 **Ordinary hours of work**

Except as otherwise provided under this part, the ordinary hours of work for employees covered by the Award are 38 hours per week, to be worked between the hours of 7.00 am to 5.00 pm, Monday to Friday inclusive and not exceeding 7.6 hours per day.

6.1.2 **Special classes excluded**

Clause 6.1.1, does not apply in respect of the following classes of employees, whose ordinary hours of work are shown below:

6.1.2.1 Public convenience attendants

The ordinary hours of work shall be 38 per week to be worked between 7.00 am and 11.00 pm Mondays to Saturdays, both inclusive, and 2.00 pm to 10.00 pm on Sundays. Attendants shall each alternate Sunday off and the shift shall alternate weekly. All hours in excess of 7.6 hours per day, shall be paid at the appropriate penalty rate.

6.1.2.2 Central Market Attendants

The ordinary working hours of Central market Attendants shall be 38 per week, to be worked in six days per week, Mondays to Saturdays, both days inclusive, according to a roster to be prepared by the Corporation.

6.1.2.3 Watchperson

The ordinary working hours of Watchpersons shall be 38 per week, to be worked at such hours as may be agreed between the Corporation and the employee.

6.1.2.4 Traffic counters

The ordinary working hours for Traffic Counters shall be 38 per week, to be worked not exceeding 7.7 hours per day, between the hours of 6.00 am and 7.00 pm, Mondays to Fridays, both inclusive.

6.1.2.5 Car park attendants

The ordinary working hours of full-time car park attendants will be 38 per week in 7.6 hour shifts, Mondays to Saturdays, both days inclusive. The shifts will be at such times as agreed between the Corporation and the employee. The shifts will alternate each week except where continuous shifts have been agreed to.

Day shift for car park employees means any shift that finishes after 8.00 am and at or before 6.00 pm.

Afternoon shift for car park employees means any shift that finishes after 6.00 pm and at or before midnight. Night shift for car park employees means any shift that finishes after midnight and at or before 8.00am.

Car park employees while working afternoon shift will be paid an additional 15 per centum of the appropriate hourly rate and while working night shift will be paid an additional 30 per centum of the appropriate hourly rate.

6.1.2.6 Kiosk attendants

The ordinary hours of work for kiosk attendants shall be 38 per week to be worked in six days, Monday to Saturday, both days inclusive, not exceeding 7.6 hours in any day between the hours of 7.00 am and 11.00 pm.

Kiosk Attendant / Cashier (Aquatic Centre)

The ordinary hours of work for a kiosk attendant / cashier shall be 38 per week, to be worked at such hours as may be agreed between the Corporation and the employee over any of the seven days of the week between the hours of 5.00 am to 11.00 pm, according to a shift roster prepared by the Corporation.

6.1.2.7 Swimming pool attendants

The ordinary hours of work for swimming pool attendants shall be 38 per week at such hours as may be agreed between the Corporation and the employee over any of the seven days of the week, excluding any day which is a public holiday between the hours of 5.00 am and 11.00 pm. Provided that except in the case of emergency a period of duty on any day will be continuous subject only to meal breaks.

6.1.2.8 Garbage collectors, line markers, street sweepers

The ordinary hours of work for employees engaged on garbage collection, line marking or street sweeping may be varied from those prescribed in 6.1.1 by mutual agreement between the Corporation and the majority of employees engaged on such work.

Provided that any employee engaged in marking traffic lines, parking areas, or marking traffic letters on streets (covered by classification No.9), may by agreement between the Corporation and the employee be rostered to work the7.6 hours work, usually performed on a Friday or a Sunday. In such a case, the employee shall be paid at his/her ordinary rate of wage pro rata for the week days actually worked, plus overtime where provided, and for the work performed on a Sunday at double rates.

6.1.3 **Early starts / late finishes (ordinary time)**

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

The penalties do not apply in respect of swimming pool attendants or employees engaged in garbage collection, line marking or street sweeping, whose working arrangements have been varied by mutual agreement.

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

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

6.1.3.3 Where finish is between 5.01 pm and 7.00 pm all time worked after 5.01 pm will attract an additional payment of 15% of the applicable hourly rate.

6.1.3.4 Where finish is between 7.01 pm and 8.00 pm all time worked after 5.01 pm will attract an additional payment of 25% of the applicable hourly rate.

The times of commencing and finishing shifts, once having been determined, will only be varied by the giving of seven days notice of alteration by the Corporation to the employee

6.1.4 **Payment for varied hours of work**

6.1.4.1 Employees whose ordinary working hours are worked on a Saturday will be paid time and a half rates for all time worked before noon on a Saturday and double time for all time worked after noon on a Saturday.

6.1.4.2 Where, by strict application of this clause, an employee is entitled to more than one penalty payment (e.g. a person who works afternoon shift on a Sunday) the employee will be paid the higher penalty payment. Penalty payments are not cumulative.

6.1.4.3 Where an employee works an ordinary time shift and the majority of the hours of that shift are performed between midnight of the 24th and midnight of the 25th December they will be paid at double time for the whole of the shift.

6.1.5 **Hours arrangements (9 day fortnight etc)**

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

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

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

6.1.5.3 Public Holidays and Bereavement Leave will be allowed for the number of ordinary hours that the employee would normally work on the day at the appropriate total daily rate.

6.1.5.4 Any arrangement made does not alter or vary the number of hours leave with full pay that an employee would be entitled to receive pursuant to the Award if the arrangement had not been made; in particular, it is expressly agreed that day for the purposes of calculating annual leave and sick leave credit means 7.6 hours and that no employee is entitled to receive more than 152 hours of annual leave per annum or to accrue more than 76 hours of sick leave credit per annum.

6.1.5.5 Annual Leave and paid sick leave is debited as actual time lost.

6.1.5.6 A deduction from wages is made equal to actual time lost for unauthorised absences from duty.

6.1.5.7 Where an employee is required to work on a normally rostered day off, the overtime rates as prescribed by clause 6.3 will apply.

6.1.5.8 Any disagreement or dispute arising out of the application of 6.1.4 herein will be resolved in accordance with the Dispute Settlement Procedure contained in Clause 3.2.

CLAUSE 6.2 WORK BREAKS

OPDATE 01:01:2012 on and from

6.2.1 **Lunch**

There will be an unpaid meal break on each day of not less than thirty minutes to be taken no sooner than four hours and no later than six hours after the commencement of work. Where an employee is required to work more than six hours without having had a meal break they will be paid at time and a half until such time as they have had a meal break.

6.2.2 **Morning tea**

A ten minute break will be taken between two and three hours after the commencement of work.

6.2.3 **Wash up time**

Where necessary a maximum time of five (5) minutes will be allowed for the purposes of employees cleaning up prior to the taking of a lunch break and/or prior to finishing work for the day. In extraordinary circumstances, (by agreement between the Corporation and the employees), a greater amount of time may be shown to be warranted and therefore granted.

CLAUSE 6.3 OVERTIME

OPDATE 01:01:2012 on and from

6.3.1 In calculating overtime, each day's work will stand alone.

6.3.2 **Requirement to work reasonable overtime**

All employees who are covered by this Award are to be ready and willing to perform such overtime as they may be called upon to do in addition to the ordinary hours of work.

6.3.3 **Ordinary overtime (Monday to Friday)**

6.3.3.1 Full and part-time employees For all work done by employees outside the ordinary working hours prescribed in Clause 6.1, the rates of pay will be time and a half for the first three hours and double time thereafter unless otherwise provided in this Award.

6.3.3.2 Casual employees

Casual employees who work more than 7.6 hours in any one day will be paid time and a half for the first three hours and double time thereafter unless otherwise provided in this Award. The casual loading does not apply to overtime payments.

6.3.4 **Saturday overtime (previously advised)**

6.3.4.1 Penalty rate

All overtime worked on a Saturday is paid for at the rate of time and a half for the first 3 hours and double time thereafter.

6.3.4.2 Minimum payment

Any employee (other than a casual employee) who presents themselves for work on a Saturday by the direction of the Corporation, will be paid for at least two hours at the appropriate penalty rate as determined in 6.3.4.1.

6.3.5 **Sunday overtime (previously advised)**

6.3.5.1 Penalty rate

All overtime worked on a Sunday will be paid at the rate of double time.

6.3.5.2 Minimum payment

Any employee (other than a casual employee) who presents themselves for work on a Sunday by the direction of the Corporation, will be paid for at least three hours at the appropriate penalty rate as determined in 6.3.4.1.

6.3.6 **Call-outs**

6.3.6.1 An employee recalled to work after the expiration of the employees ordinary working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of four hours work for each time so called out.

6.3.6.2 Provided that the employee if required to work for two hours or more, will be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for the first three hours and at double the ordinary rate prescribed thereafter.

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

6.3.6.4 An employee called out to work on a Sunday, will be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for two hours or more, will be paid for a minimum of four hours work calculated at double the prescribed rate.

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

6.3.7 **Overtime/meals associated with work breaks**

6.3.7.1 Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours is allowed a meal break of 20 minutes paid for at ordinary rates. The Corporation and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Corporation is not required to make payment in respect of any time allowed in excess of 20 minutes.

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

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

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

6.3.8 **Rest period after performing overtime**

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

6.3.8.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement or ordinary work on the next day so that the employee has not had at least eight consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

6.3.8.3 If, on the instructions of the Corporation, such an employee resumes or continues work without having had such eight consecutive hours off duty the employee will be paid at double rates until released from duty for such period, and the employee will then be entitled to be absent until having had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

CLAUSE 6.4 WEEKEND WORK IN ORDINARY TIME

OPDATE 01:01:2012 on and from

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

6.4.1.1 Saturday morning

A 25 % loading for time worked prior to noon.

6.4.1.2 Saturday afternoon

A 50 % loading for time worked after noon.

6.4.1.3 Sunday work

A 100% loading for time worked.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

CLAUSE 7.1 ANNUAL LEAVE

OPDATE 01:01:2012 on and from

7.1.1 Entitlement to annual leave

An employee (other than a casual employee) is entitled to 4 weeks annual leave for each completed year of continuous service. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

7.1.2 Annual leave exclusive of public holidays

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

7.1.3 Accrual of annual leave entitlement

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

7.1.3.1(a) *Full-time employees*

152 hours per annum.

7.1.3.1(b) *Part-time employees*

$$\frac{152}{38} \times \text{average weekly ordinary hours over previous 12 months} = \text{hours per annum.}$$

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

7.1.4 Time of taking annual leave

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

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

7.1.5 Leave allowed before due date

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

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

7.1.6 **Payment for annual leave**

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

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

7.1.7 **Annual leave loading**

7.1.7.1 An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in 7.1.6 at the time that payment is made.

7.1.7.2 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings will be substituted for the 17.5% loading prescribed in 7.1.7.1.

7.1.7.3 Annual Leave loading payment is payable on leave accrued in accordance with 7.1.3.2.

7.1.8 **Shut down**

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

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

7.1.8.3 Where:

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

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 7.1.3.2.

7.1.8.4 Where an employee is required to take leave in accordance with 7.1.8.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close down for any time in excess of the employees leave credit.

7.1.8.5 All time that the employee is stood off without pay for the purposes of 7.1.8.4 is deemed to be time of service in the next 12 monthly qualifying period.

7.1.9 **Sickness whilst on annual leave**

7.1.9.1 Sickness whilst on annual leave is where an employee is ill while on annual leave and is rendered as being unable to attend at the place of employment for a period of not less than three consecutive days. The employee will, subject to compliance with the terms and conditions prescribed in 7.1.9.2 be granted sick leave as prescribed by this clause not exceeding the sick leave credit of the employee.

7.1.9.2 Where an employee asserts an entitlement to paid leave of the kind referred to in 7.1.9.1, the employee will within three days of resuming work after taking annual leave, deliver to the Corporation a certificate furnished by a legally qualified medical practitioner certifying that for the period of not less than three consecutive days specified in such certificate the employee would have been unable to attend or remain at the place of employment if they had been required to do so.

CLAUSE 7.2 SICK LEAVE

OPDATE 01:01:2012 on and from

7.2.1 Entitlement to sick leave

An employee (other than a casual employee) who has a sick leave credit, is entitled to take sick leave if the employee is too sick to work.

7.2.2 Accrual of sick leave entitlement

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

7.2.2.1(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; and

7.2.2.1(b) For each later year of continuous service - at the beginning of each year a full time employee accrues 76 hours a part-time employee accrues pro rata hours in accordance with the following formula:

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

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

7.2.3 Conditions for payment of sick leave

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

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

7.2.3.2 The employee, at the request of the Corporation, provides a medical certificate or other reasonable evidence of sickness.

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

CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 01:01:2012 on and from

7.3.1 **Entitlement to leave**

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

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

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 Corporation if requested.

7.3.2 **Effect of other leave**

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

7.3.2.1 On a discretionary basis, the Corporation may grant leave on application by the employee in the case of death of other relatives not specifically stated in this clause.

CLAUSE 7.4 PARENTAL LEAVE

OPDATE 01:01:2012 on and from

7.4.1 **Definitions**

In this clause, unless the contrary intention appears:

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

7.4.1.2 ***Adoption leave*** means adoption leave provided under 7.4.3.4.

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

7.4.1.4 ***Extended adoption leave*** means ***adoption leave*** provided under 7.4.3.4 (2).

7.4.1.5 ***Extended paternity leave*** means ***paternity leave*** provided under 7.4.3.3 (2).

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

7.4.1.7 ***Maternity leave*** means maternity leave provided under 7.4.3.2.

7.4.1.8 ***Medical certificate*** means a certificate as prescribed in 7.4.5.1.

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

7.4.1.10 ***Paternity leave*** means paternity leave provided under 7.4.3.3.

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

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

7.4.1.13 ***Short adoption leave*** means ***adoption leave*** provided under 7.4.3.4 (1).

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

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

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

7.4.2 **Employer's responsibility to inform**

On becoming aware that:

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

the Corporation must inform the employee of:

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

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

7.4.3.1 Subject to the qualifications in 7.4.4 an employee is entitled to ***parental leave*** in accordance with the clause.

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

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

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

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

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

(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***).

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

7.4.4 **Qualifications on entitlements and eligibility**

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

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

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

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

(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;

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

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

7.4.5 **Certification required**

7.4.5.1 An employee must, when applying for ***maternity leave*** or ***paternity leave***, provide the Corporation with a ***medical certificate*** which:

(a) names the employee or the employee's ***spouse*** as appropriate;

(b) states that the employee or the employee's ***spouse*** is pregnant; and

(c) states:

(i) the expected date of birth;

(ii) the expected date of termination of pregnancy; or

(iii) the date on which the birth took place,

whichever is appropriate.

7.4.5.2 At the request of the Corporation, an employee must, in respect of the conferral of ***parental leave***, produce to the Corporation within a reasonable time a statutory declaration which states the particulars of any period of ***parental leave*** sought or taken by the employee's ***spouse***, and where appropriate;

(a) that the employee is seeking the leave to become the ***primary care-giver*** of a ***child***;

(b) in the case of ***adoption leave***, a statement from a ***Government authority*** giving details of the date, or presumed date, of ***adoption***; and

(c) that for the period of leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

7.4.6 **Notice requirements**

7.4.6.1 Maternity leave

7.4.6.1(a) An employee must:

(i) not less than 10 weeks before the expected date of birth of the ***child***, give notice in writing to the Corporation stating the expected date of birth; and

(ii) give not less than four weeks notice in writing to the Corporation of the date of which she proposes to commence ***maternity leave*** stating the period of leave to be taken; and

(iii) notify the Corporation of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

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

7.4.6.2 Paternity leave

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

7.4.6.3 Adoption leave

An employee must:

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

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

7.4.6.3(c) As soon as the employee is aware of the expected date of placement of a ***child*** for ***adoption*** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the Corporation of that date, and of the date of commencement of any period of ***short adoption leave*** to be taken.

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

7.4.6.4 Unforeseen circumstances

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

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

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

7.4.7 **Taking of parental leave**

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

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

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

7.4.7.4 A period of ***maternity leave*** must be taken as one continuous period and must include, immediately following the birth of the ***child***, a period of 6 weeks of compulsory leave.

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

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

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

7.4.8 **Variation and cancellation of parental leave**

7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, ***parental leave*** may be varied as follows:

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

7.4.8.1(b) The leave may be lengthened or shortened by agreement between the Corporation and the employee.

7.4.8.2 Parental Leave, if applied for but not commenced, is cancelled:

- should the pregnancy terminate otherwise than by the birth of a living ***child***; or
- should the placement of a ***child*** proposed for ***adoption*** not proceed,

as the case may be.

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

- the pregnancy is terminated otherwise than by the birth of a living ***child*** or, in the case of ***adoption leave***, the placement of the ***child*** ceases, and
- the employee gives the Corporation notice in writing stating that the employee desires to resume work,

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

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

7.4.9 **Special maternity and sick leave**

7.4.9.1 If,

- an employee not then on ***maternity leave*** suffers illness related to her pregnancy; or
- the pregnancy of an employee not then on ***maternity leave*** terminates after 28 weeks otherwise than by the birth of a living ***child***,

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

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

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

7.4.10 **Special adoption leave**

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

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

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

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

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

7.4.11 **Transfer to a safe job - maternity leave**

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

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

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

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

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

7.4.12 **Part-time work**

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

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

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

7.4.13 **Return to work after parental leave**

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

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

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

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

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

7.4.14 **Termination of employment**

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

7.4.14.2 The Corporation must not terminate the employment of an employee on the ground of her pregnancy or the employee's absence on ***parental leave***.

Otherwise the rights of the Corporation in relation to termination of employment are not affected by this clause.

CLAUSE 7.5 CARERS LEAVE

OPDATE 01:01:2012 on and from

7.5.1 **Definitions**

7.5.1.1 ***Carers leave*** means leave provided in accordance with this clause.

7.5.1.2 ***Immediate family*** includes:

- spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

- child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.5.1.3 ***Sick leave*** means leave provided for in accordance with Clause 7.2.

7.5.2 **Paid carers leave**

7.5.2.1 An employee (other than a casual employee) with responsibilities in relation to either members of the employees ***immediate family*** or household who need the employees care and support is entitled to use up to five days in any completed year of continuous service to provide care and support for such persons when they are ill.

7.5.2.2 The entitlement to use ***carers leave*** is subject to the employee being responsible for the care of the person concerned.

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

7.5.2.4 In normal circumstances an employee must not take ***carers leave*** where another person has taken leave to care for the same person.

7.5.2.5 The employee must, where practicable, give the Corporation 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 Corporation by telephone of such absence at the first opportunity on the day of the absence.

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

7.5.3 **Unpaid carers leave**

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

CLAUSE 7.6 PUBLIC HOLIDAYS

OPDATE 01:01:2012 on and from

7.6.1 An employee is entitled to full payment for any statutory or gazetted public holiday which falls on a normal work day, if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday.

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

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

CLAUSE 7.7 TRADE UNION TRAINING LEAVE

OPDATE 01:01:2012 on and from

7.7.1 Employees who are members of the ***Union*** will be allowed leave with pay up to a maximum of five (5) days per annum to attend trade union training courses, subject to the following conditions.

7.7.2 Not less than four weeks notice is given to the Corporation of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the ***Union*** and provided further that the employee provides to the Secretary of the ***Union*** a report on the course at a reasonable time after its completion.

7.7.3 That the Corporation is able to make adequate staffing arrangements during the period of such leave.

7.7.4 That at any one time no more than two employees covered by this Award will be on leave pursuant to this clause.

7.7.5 Leave taken pursuant to this clause will be counted as continuous service for all purposes of the Award and for purposes of long service leave entitlements.

7.7.6 That an employee will have completed a period of 12 months service with the Corporation before proceeding on leave pursuant to the clause.

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

CLAUSE 7.8 STUDY LEAVE

OPDATE 01:01:2012 on and from

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

- that such courses are appropriate to Local Government, and
- that such courses are approved and authorised by the Corporation.

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

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

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

CLAUSE 8.1 TRAVELLING, TRANSPORT AND FARES

OPDATE 01:01:2012 on and from

8.1.1 **Travelling time outside normal working hours**

In any case where an employee is required to find their own way to a worksite (for the purpose of this clause, a worksite being any worksite of a temporary nature that does not afford the usually accepted standard of permanent facilities and amenities) in their own time, a travelling allowance will be paid to such employee equivalent to 20 minutes of the rate of pay of Municipal Worker Class C inclusive of the maximum service payment for that classification of worker.

8.1.2 **Mileage reimbursement**

An employee who at the direction of the Corporation is required to use his/her privately owned vehicle for official use in connection with the business of the Corporation, will be reimbursed the appropriate mileage rate set out in Schedule 6 to this Award.

PART 9 – TRAINING

CLAUSE 9.1 TRAINING WAGE ARRANGEMENTS

OPDATE 01:01:2012 on and from

9.1.1 **Training wage arrangements**

The employment conditions for Employees engaged as Trainees in local government are contained in Schedule 9 to this Award.

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

CLAUSE 10.1 CLOTHING, EQUIPMENT AND TOOLS

OPDATE 01:01:2012 on and from

10.1.1 **Uniforms**

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

10.1.2 **Protective clothing**

The Corporation will provide to each employee, protective clothing and safety apparel as considered appropriate by the Health and Safety Committee, having regard to the Corporations duty of care and obligations under the *Work Health and Safety Act 2012* and Regulations.

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

10.1.2.1 Protective clothing

No less than two sets of work clothes consisting of:

Two sets of overalls; or

Two shirts and two pairs of trousers; or

A combination of any of the above.

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

10.1.2.2 Footwear

Employees will be supplied with approved safety type footwear and worn in accordance with the Corporations responsibilities under the *Work Health and Safety Act 2012*.

10.1.2.3 Winter clothing

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

10.1.2.4 Wet weather gear

The Corporation will supply appropriate wet weather gear and safety clothing as agreed through the OHS&W Committee. Such clothing is to be worn by the Employee as the weather dictates.

10.1.2.5 Protection from the sun

The Corporation will supply a hat which provides adequate protection from the sun and sunscreen SPF15, which shall be worn/applied as the weather dictates.

10.1.2.6 Ear protection

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

10.1.2.7 Eye protection

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

10.1.2.8 Hand protection

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

10.1.2.9 Safety jackets

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

10.1.2.10 Spraying activities

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

10.1.2.11 Riding a motor cycle

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

10.1.2.12 Laundering

Tar or bitumen soiled clothing will be laundered fortnightly at the Corporation's cost.

10.1.2.13 Alternative arrangements

Alternative arrangements for the supply and wearing of protective clothing may be reached on the basis of reaching genuine agreement between the Corporation and the employees and that such arrangements do not contravene Occupational Health and Safety standards or other relevant legislation.

CLAUSE 10.2 OCCUPATIONAL HEALTH AND SAFETY

OPDATE 01:01:2012 on and from

10.2.1 **General**

The Corporation and employees will at all times meet their respective obligations and duty of care required of them under the *Work Health and Safety Act 2012*.

10.2.2 **Toilets**

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

10.2.3 **Cemetery workers**

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

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

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

At the request of a Cemetery Worker, and at the Corporations expense, the Employee is entitled to receive from a qualified medical practitioner, an anti-tetanus injection and subsequent booster injections.

10.2.4 **Dogs and cats**

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

10.2.5 **First aid equipment**

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

PART 11 - AWARD COMPLIANCE AND ASSOCIATION RELATED MATTERS

CLAUSE 11.1 POSTING OF AWARD

OPDATE 01:01:2012 on and from

A current copy of the Award and applicable Enterprise Agreements will be available at the Works Depot, for the perusal of employees.

CLAUSE 11.2 TIME AND WAGES RECORDS

OPDATE 01:01:2012 on and from

The Corporation will keep employee records in accordance with the requirements of section 102 of the ***Act***.

CLAUSE 11.3 RIGHT OF ENTRY

OPDATE 01:01:2012 on and from

11.3.1 An accredited Officer of the ***Union***, will be permitted to enter the premises of the Corporation subject to the Award, or any other premises where employees of the Corporation may be working, for the purposes of:

(a) To inspect time books and wage records as the Corporation is required to keep or cause to be kept at those premises.

(b) To inspect the work carried out by the employees and note the conditions under which the work is carried out.

(c) To interview employees (being employees who are members or are eligible to become members of the ***Union***), in relation to membership and business of the ***Union***.

11.3.2 No right of entry will be exercised under this clause unless:

11.3.2.1 An accredited officer of the ***Union*** (in normal circumstances and where practicable), gives at least 24 hours notice to the Corporation whose premises are to be entered of that officers intention and states to the Corporation the purpose for which right of entry is sought.

11.3.2.2 The accredited officer of the ***Union*** complies with all security and safety procedures and restrictions normally in force on the Corporations premises.

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

11.3.2.4 Where an accredited officer of the ***Union*** seeks to interview employees either individually or as a group during meal or tea breaks at the premises of the Corporation, the accredited officer will make such arrangements with the Corporation as to the time and place of such interview or interviews as are necessary to prevent disruption to the Corporations business.

11.3.2.5 Interviews will either be held in the meal/lunch room on the Corporations premises or at such other suitable place as may be nominated by the Corporation. If a suitable place is not nominated by the Corporation, interviews may take place at an employees work station.

11.3.2.6 Any interviews by an accredited officer of the ***Union*** during working hours (exclusive of meal and tea breaks), will be kept to the minimum time necessary for the proper effecting of the purposes of that interview.

SCHEDULE 1 - WAGE RATES

OPDATE 01:07:2026 1st pp on or after

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

Classification	*Weekly wage rate ($ per week)*
City Service Employee Grade 1	1023
City Service Employee Grade 2	1023
City Service Employee Grade 3	1023
City Service Employee Grade 4	1043.90
City Service Employee Grade 5	1065.00
City Service Employee Grade 6	1083.80
City Service Employee Grade 7	1102.20
City Service Employee Grade 8	1119.70

SCHEDULE 2 - SUPPLEMENTARY PAYMENTS

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In addition to the rates elsewhere prescribed in this Award, supplementary payments shall be made to all employees in accordance with the amounts set out in the table below for the classifications of the employee or work:

Classification	*Weekly wage rate ($ per week)*
City Service Employee Grade 1	41.60
City Service Employee Grade 2	44.20
City Service Employee Grade 3	46.90
City Service Employee Grade 4	50.00
City Service Employee Grade 5	52.00
City Service Employee Grade 6	54.00
City Service Employee Grade 7	55.50
City Service Employee Grade 8	56.90

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

SCHEDULE 3 - SERVICE PAYMENTS

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S3.1 In addition to the rates elsewhere prescribed in this Award, service payments shall be made to all employees in accordance with the following scale:

	per week *$*
after 12 months of service	5.75
after 24 months of service	5.65

(an additional)

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

S3.2 Provided however, that the prescribed Service increment shall only become and continue to be due if an employee shall:

(a) display good conduct during employment;

(b) be diligent in the performance of duties;

(c) demonstrate reasonable efficiency in the discharge of such duties;

(d) be regular in attendance at work.

S3.3 In circumstances where such action is warranted as a disciplinary measure, the Corporation may withdraw an employee's Service Payments for a period of no longer than four weeks.

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

SCHEDULE 4 - ACTUAL RATES OF PAY

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This Schedule produces the actual rates of pay for full-time employees, having regard to the prescribed payments applicable under Schedules 1 to 3 herein:

Classification	*Schedule 1 Weekly Wage Rates*	*Schedule 2 Supplementary Payment*	*Total of Schedules 1 & 2*	*Service Payment (2nd year) + $5.75*	*Service Payment (3rd year) + $5.65*
	$ per week	*$ per week*	*$ per week*	*$ per week*	*$ per week*
City Service Employee					
Grade 1	1023	43.00	1066.00	1071.75	1077.40
Grade 2	1023	45.70	1068.70	1074.45	1080.10
Grade 3	1023	48.50	1071.50	1077.25	1082.90
Grade 4	1043.90	51.70	1095.60	1101.35	1107.00
Grade 5	1065.00	53.70	1118.70	1124.45	1130.10
Grade 6	1083.80	55.80	1139.60	1145.35	1151.00
Grade 7	1102.20	57.30	1159.50	1165.25	1170.90
Grade 8	1119.70	58.80	1178.50	1184.25	1189.90

EXPLANATION OF TRANSITION TO CSE STRUCTURE

The following indicates the transition of the previous classification structure into the new City Service Employee structure. The wage rates shown are those effective as at 28 July 1997.

	$
<u>City Service Employee Grade 1</u>	
Municipal Worker Class A	345.70
Laundry Person	331.60
Disinfector Station Attendant	314.90
Kiosk Attendant	328.90

	$
City Service Employee Grade 2	
Municipal Worker Class B	350.80
Public Convenience Attendant	343.60
Gardener Grade 1	357.40
Gardener Grade 2	362.70
Car Park Attendant Grade 1	337.00
Parks and Square Public Convenience Attendant	343.60
Plumbers or Carpenters Assistant	350.80
Gully Flusher	350.80
Market Attendants	352.00
Groundsman Grade 1	354.80
Nursery Attendant	357.60
City Service Employee Grade 3	
Cleaner	373.50
Municipal Worker Class C	366.90
Vibrator Roller Engine Driver Hand Guided	368.50
Assistant on a Refuse Van	381.10
Men Marking Traffic Lines, Silent Cops or Traffic Letters on Streets	370.50
Dog Catcher	366.90
Men engaged in Tunnelling	373.90
Chainman (< 1 years experience)	365.90
Chainman (> 1 years experience)	370.50
Weighbridge Operator - Radio Operator	378.90
Groundsman Grade 2	362.70
Groundsman Grade 3	369.40
Nurseryman	373.80
Golf Links Attendant receiving playing fees	370.90
Gardener Grade 3	366.80
Gardener Grade 4	370.20

	$
Tree Attendant	362.70
Operator of Motor Mower or Scarifier	362.70
Operator of Edging Machine	362.70
Operator of Rotary Hoe or Sod-cutter	362.70
Men Engaged as Fencers and on Tennis Court, Back Stops and Guards	362.70
Vermin Control Operator	362.20
Traffic Counter Grade 1	377.90
Car Park Attendant Grade 2	359.50
Roller Driver Powered	
• Vibrating Under 4 Ton	371.90
• Non-vibrating Under 8 Tons	371.90
Pneumatic Wheeled Type Tractor up to and including 25 power take off H.P.	371.90
Operator of Elevator and Cold Feed Conveyor	368.70
Operator of Conveyor or Belts to Storage Bins	368.50
Operator of Burner and Dryer	368.50
Greaser and Oiler	367.90
Asphalt Finisher Screed Operator	370.50
Senior Vermin Control Operator	367.50
Dispatcher at Municipal Golf Links	366.50
<u>City Service Employee Grade 4</u>	
Storeman	381.00
Roller Driver Powered	
• Vibrating 4 Tons and over	379.00
• Non-vibrating 8 Tons and over	379.00
Operator of Crawler Type Tractor15,000 LB to 40,000 LB shipping weight	383.10
Pneumatic Wheeled Type Tractor	
• Over 25 power take off HP up to and including 80 power take off H.P.	379.00
• Over 80 power take off HP up to and including 230 net engine horsepower	383.10
• Over 230 net engine horsepower	388.10

	$
Operator of Pug Mill	385.20
Traffic Counter Grade 2	387.90
Fillerman	380.70
Operator of Asphalt Finisher	385.70
Senior Nurseryman	382.60
<u>City Service Employee Grade 5</u>	
Horticultural Tradesperson	396.30
Senior Storeman	396.70
<u>City Service Employee Grade 6</u>	
Line Marking Machine Operator	411.20
Construction and Maintenance Foreman Grade 1	430.60
Construction and Maintenance Foreman Grade 2	447.60
<u>City Service Employee Grade 7</u>	
Head Gardener	383.50
Head Groundsman	383.50
Paving and Concrete Worker	426.10
Swimming Pool Attendant including work on Saturday and Sunday	425.10
Construction and Maintenance Foreman Grade 3	463.80
<u>City Service Employee Grade 8</u>	
Head Car Park Attendant	428.50
Supervising Storeman - Halifax Street Depot	446.60
Kiosk Attendant / Cashier (Aquatic Centre)	435.30
Construction and Maintenance Foreman Grade 4	502.00
Construction and Maintenance Foreman Grade 5	514.60

SCHEDULE 5 - WORK RELATED ALLOWANCES

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S5.1 Disabilities allowance

(i) In addition to the rates of pay provided in Schedule 4 of this Award and subject to the exclusions provided in paragraph (ii), an employee whilst actually engaged on Construction and Maintenance work (as defined) will be paid an allowance at the rate of $36.55 per week to compensate for the following disabilities of construction and maintenance work:

(a) climatic conditions when working in the open on all types of work or on multi-storey or similar type of construction prior to it being enclosed;

(b) the physical disadvantage of having to climb stairs or ladders, particularly on multi-storey or similar type of construction;

(c) dust blowing in the wind on construction sites;

(d) sloppy or muddy conditions;

(e) dirty conditions caused by the use of form oil or green timber;

(f) drippings from newly poured concrete;

(g) the disability of working on all types of scaffolds other than a single plank or a bosun's chair;

(h) the lack of usual amenities associated with factory work; and

(i) all other disabilities not especially compensated or allowed for by any other provisions of this Award.

(ii) Exclusions

Employees undertaking stores work, weighbridge operation, traffic counting work, public convenience attendant work, vermin control work, laundry operation, watchperson work, cleaning work, kiosk attending and cashiering work, car park attendant work, swimming pool attendant work, construction and maintenance foreman's work, horticultural work, bituminous concrete road construction work (other than the operation of an asphalt finisher or an asphalt finisher screed operator).

(iii) ***Construction and maintenance work*** for the purpose of paragraph (i) of this part will mean and include work performed on site on the construction, alteration, repair or maintenance of roads, drains, footpaths, kerbing and water tables and similar work on site. It will not include the following classes of work:

- work in, around, and/or adjacent to a hall, workshop, depot, yard, headquarters, nursery or other similar Corporation establishment;
- gardening or other agricultural operations.

(iv) An employee receiving an allowance under the provisions of this clause will not be entitled to payment of the special rate prescribed for wet work – clause S5.2.

(v) For the purpose of calculating payment as prescribed for the "Disabilities Allowance", the amount of $36.55 per week will be applied at the rate of 94 cents per hour for the time actually worked.

S5.2 Wet work

A ***wet place*** means a place where the clothing of an employee becomes wet, or a place where the employee has to stand in water or slush so that their feet would become wet if not protected.

Where an employee on any day works in a ***wet place*** as herein defined they will be paid $2.56 per day extra. An employee who on any day commences work in a 'wet place' will be paid $2.56 per day extra for such day Where an employee on any day works in a 'wet place' and is supplied with gum boots and/or overalls and is protected from getting their clothing and/or feet wet, such employee will not be paid the extra $2.56 per day.

Where an employee on any day works in a ***wet place*** and is supplied with gum boots and/or overalls, but not withstanding this protection and exercising reasonable care their clothing or feet become wet, they will be paid $2.56 per day extra.

S5.3 First-aid person

A certificated first-aid person who is nominated by the Corporation to act on such certificate will be paid an amount of $19.71 per week above their classified rate.

S5.4 Confined spaces

An employee required to work in a confined space or place the dimensions or nature of which necessitates working in a stooped or otherwise cramped position or without sufficient ventilation will be paid an additional $1.04 per hour or part thereof.

S5.5 Portable woodchipping machine

An employee called upon to operate and/or feed a portable woodchipping machine will be paid an allowance of 67 cents per hour or part thereof over and above the employees classified ordinary rate of pay.

S5.6 Handling money on behalf of the employer

An employee (other than those employees performing kiosk attending work or car park attending work), handling money on behalf of the Corporation will in addition to the rates prescribed herein be paid an additional 62 cents per hour for each hour worked, up to a maximum of $21.47 per week, except in the case of employees handling less than $200 per week, who will be paid an amount of $4.00 per week.

S5.7 Burning off grass

Employees engaged in burning off grass with or without a knapsack sprayer, for not less than two hours per day, will be paid 83 cents per day or part thereof.

S5.8 Cleaning public lavatories

Employees required to clean public lavatories per day or part thereof during which so engaged will be paid an extra $1.41 per toilet block provided that this payment will not exceed $21.02 per week.

S5.9 Fertiliser spreading

Where during fertiliser spreading operations an employee is required to carry a loaded knapsack of fertiliser on their back for the time so worked, will be paid an allowance of 86 cents per hour.

S5.10 **Toxic substances**

(i) Employees required to use weedicides, herbicides, fungicides and/or insecticides shall be informed by the Corporation of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such material.

(ii) Employees using such materials, detailed in paragraph (i), will be provided with and must use all safeguards as are required by the appropriate Government authority or in the absence of such requirements such safeguards as are defined by a competent authority or person chosen by the ***Union*** and the Corporation.

(iii) Employees using such materials, detailed in paragraph (i), and using the safeguards required in paragraph (ii), will be paid 96 cents per hour extra. Employees working in close proximity to employees so engaged, and who are required to use the same safeguards, will be paid 83 cents per hour extra.

(iv) Shower facilities and 20 minutes are to be allowed to employees using any of the materials detailed in paragraph (i) which require the use of stipulated safeguards.

(v) Employees regularly required to use the materials detailed in paragraph (i) may be required to undergo medical checks at the Corporation's expense.

S5.11 **Drivers licence**

The Corporation will reimburse any employee whose duties require them to drive a vehicle during the course of their normal duties, the cost of the drivers licence fee.

The payment of the said fee will be made as follows:

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

S5.12 **Travelling time**

In any case where an employee is required to find his or her own way to a worksite (for the purpose of this clause, a worksite being any worksite of a temporary nature that does not afford the usually accepted standard of permanent facilities and amenities), in his or her own time, a travelling allowance shall be paid to such employee equivalent to 20 minutes on the rate of pay of City Service Employee Grade 3, inclusive of the maximum service payment for that classification of worker.

SCHEDULE 6 - EXPENSE RELATED ALLOWANCES

OPDATE 01:01:2012 on and from

S6.1 Motor vehicle allowance

In respect of clause 8.1.2 the motor vehicle reimbursement rates are as follows:

Type of Vehicle	*Rate of Allowance*
Having an engine of four cylinders or less	43.6 cents per km
Having an engine of more than four cylinders or a rotary engine	56 cents per km
Motor cycle	22.4 cents per km

S6.2 Meal allowance

Any employee who is required to continue working after their ordinary finishing time for more than two hours and who has not been notified the previous day that they will be so required to so work, will either be supplied by the Corporation with all necessary meals or else be paid $6.77 for the first meal and $5.76 for each subsequent meal.

S6.3 Tool allowance

(i) An employee actually engaged and performing Paving and Concrete work, will be paid an allowance of $11.13 per week for supplying and maintaining tools ordinarily required to undertake such work.

(ii) This allowance will apply for all purposes of the Award.

Notwithstanding paragraphs (i) and (ii) above, the Corporation will provide all necessary power tools, special purpose tools and precision measuring instruments.

SCHEDULE 7 - MINIMUM WAGE

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S7.1 The State Minimum Wage

No employee shall be paid less than the State minimum Award wage.

S7.2 Amount of State Adult Minimum Award Wage

(a) The State Minimum award wage for full-time adult employees not covered by clause S7.4 (special categories clause), is $1023.00.

(b) Adults employed under a support wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employees concerned to the amount of the minimum wage specified in clause S7.2(a).

(c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the Award. Provided that such employees shall not be paid less than pro-rata the minimum wage specific in clause S7.2(a) according to the number of hours worked.

S7.3 How the State Minimum Wage applies to juniors

(a) The age rates provided for juniors by this Award continue to apply unless the amount determined under clause S7.3(b) is greater.

(b) The State minimum award wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in clause S7.2.

S7.4 Application of Minimum Wage to special categories of employee

Due to the existing applicable award wage rates being greater than the relevant proportionate Sate minimum award wage, this clause has no application to employees undertaking a National Training Wage Traineeship, an Australian Traineeship, a career Start Traineeship, a Jobskills placement or an apprenticeship.

S7.5 Application of State Minimum Award Wage to Award rates calculation

The State minimum award wage:

(a) applies to all work in ordinary hours;

(b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave, annual leave and for all other purposes of this award; and

(c) is inclusive of the arbitrated safety net adjustment provided by the *2026 State Wage Case* and Minimum Standard for Remuneration and all previous safety net and state wage adjustments.

SCHEDULE 8 - SUPPORTED WAGE SYSTEM

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CLAUSE S8.1 DEFINITIONS

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

(a) ***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".

(b) ***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***.

(c) ***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.

(d) ***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.***

CLAUSE S8.2 ELIGIBILITY CRITERIA

S8.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a ***Disability Support Pension***.

S8.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.

S8.2.3 This Award does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a *Disability Support Pension* in accordance with the requirements of the *Disabilities Service Act 1986* and the Standards contained therein, as amended from time to time.

CLAUSE S8.3 SUPPORTED WAGE RATES

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

Assessed capacity (clause S8.4)	*% of prescribed Award rates*
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable will not be less than $117.44 per week.

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

CLAUSE S8.4 ASSESSMENT OF CAPACITY

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

(a) the Corporation and ***Union*** party to the Award, in consultation with the employee or, if desired by any of these;

(b) the Corporation and an ***accredited assessor*** from a panel agreed by the ***parties*** to the Award and the employee.

CLAUSE S8.5 LODGEMENT OF ASSESSMENT INSTRUMENT

S8.5.1 All ***assessment instruments*** under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the Corporation with the Registrar of SAET.

S8.5.2 All ***assessment instruments*** will be agreed and signed by the parties to the assessment, provided that where a ***Union*** which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the ***Union*** by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

CLAUSE S8.6 REVIEW OF ASSESSMENT

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

CLAUSE S8.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE S8.8 WORKPLACE ADJUSTMENT

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

CLAUSE S8.9 TRIAL PERIOD

S8.9.1 In order for an adequate assessment of the employee's capacity to be made, the Corporation may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

S8.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

S8.9.3 The minimum amount payable to the employee during the trial period will not be less than $117.44 per week.

S8.9.4 Work trials should include induction or training, as appropriate, to the job being trialed.

S8.9.5 Where the Corporation and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S8.4.

SCHEDULE 9 - TRAINING WAGE ARRANGEMENTS

OPDATE 01:07:2026 1st pp on or after

CLAUSE S9.1 ARRANGEMENT

Clause No.	*Title*
S9.1	Arrangement
S9.2	Title
S9.3	Application
S9.4	Objective
S9.5	Supersession
S9.6	Definitions
S9.7	Training conditions
S9.8	Employment conditions
S9.9	Wages
App. A	Current traineeships and skill level

CLAUSE S9.2 TITLE

This Schedule shall be known as the Adelaide City Council Corporation Award Training Wage Schedule.

CLAUSE S9.3 APPLICATION

S9.3.1 Subject to clause S9.3.4, this Schedule will apply only to persons who are undertaking a ***Traineeship*** (as defined) and is to be read in conjunction with this Award.

S9.3.2 Notwithstanding the foregoing, this Schedule will not apply to employees who were employed by the Corporation bound by this Award prior to a date of approval of a traineeship scheme relevant to the Corporation, except where agreed between the Corporation and the ***Union***.

S9.3.3 This Schedule will not apply to the Apprenticeship system.

S9.3.4 Where the employment of a ***Trainee*** by the Corporation is continued after the conclusion of the ***Traineeship***, this Schedule ceases to apply to the employment of the ***trainee*** and the Award will apply to the former ***trainee***.

S9.3.5 The ***parties*** to this Award agree that in the development of any Enterprise Agreement, relevant to ***parties*** bound by this Award, the maintenance of the integrity of these arrangements is highly desirable.

S9.3.6 The ***parties*** to this Award agree that the provisions of this Schedule will not be used as a precedent in any other proceedings.

CLAUSE S9.4 OBJECTIVE

The objective of this Schedule is to assist in the establishment of a system of ***traineeships*** which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed.

The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by ***trainees***.

Except as provided for in clause S9.5, nothing in this Schedule will be taken to replace the prescription of training requirements in the Award.

CLAUSE S9.5 SUPERSESSION

Any existing Award provision for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) will not apply to the Corporation bound by this Schedule except in relation to ATS or CST trainees who commenced a Traineeship with the Corporation before the Corporation was bound by this Schedule.

CLAUSE S9.6 DEFINITIONS

Approved training - means training undertaken (both on and off the job) in a ***Traineeship*** and will involve formal instruction, both theoretical and practical, and supervised practice in accordance with a ***traineeship scheme*** approved by the ***T&SC***. The ***training*** will be accredited and lead to qualifications as set out in clause S9.7.4.

DETAFE - means the South Australian Department for Employment, Training and Further Education.

T&SC - means the Training and Skills Commission or its successor.

NETTFORCE - means the National Employment and Training Taskforce.

Parties to a traineeship scheme - means the ***Union*** and/or the Corporation involved in the consultation and negotiation required for the approval of a ***traineeship scheme***.

Relevant association - means an association of employees, as defined in Chapter 1, 4(1) of the *Fair Work Act 1994*, which has an interest in the Award and which is entitled to enrol the trainee as a member.

Trainee - means an employee who is bound by a ***traineeship agreement*** made in accordance with this Schedule.

Traineeship - means a system of training which has been approved by the ***T&SC***.

Traineeship agreement - means a contract of training made subject to the terms of this Schedule between the Corporation and the ***trainee*** for a ***traineeship*** and which is approved by the ***T&SC***, or under the provisions of the *Training and Skills Development Act 2008* or its successor legislation.

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.

A ***traineeship scheme*** will not be given approval unless consultation and negotiation with all the ***relevant association(s)*** of employees upon the terms of the proposed ***traineeship scheme*** and the ***traineeship*** have occurred.

An application for approval of a ***traineeship scheme*** will identify all the ***relevant association(s)*** of employees and demonstrate, to the satisfaction of the ***T&SC***, that the above mentioned consultation and negotiation has occurred.

A ***traineeship scheme*** will include a standard format which may be used for a ***traineeship agreement***.

Year 10 - means, for the purpose of this Award, any person leaving school before completing Year 10 will be deemed to have completed Year 10.

NOTE: References in this Schedule to ***T&SC*** or ***NETTFORCE*** will be taken to be references to ***NETTFORCE*** in respect of a ***traineeship*** that is the subject of an interim approval but not a final approval by ***T&SC***, ***NETTFORCE*** powers and functions stipulated in this Schedule may be circumscribed and/or delegated by the terms of an agreement between ***NETTFORCE*** and ***DETAFE***.

CLAUSE S9.7 TRAINING CONDITIONS

S9.7.1 The ***trainee*** will attend an ***approved training*** course or training programme prescribed in the ***traineeship agreement*** or as notified by the ***T&SC*** in accredited and relevant ***traineeship schemes***.

S9.7.2 A ***traineeship*** will not commence until the relevant ***traineeship agreement***, made in accordance with a ***traineeship scheme***, has been signed by the employer and the ***trainee*** and lodged for registration with the ***T&SC***, provided that if the ***traineeship*** is not in a standard format, a ***traineeship*** will not commence until the ***traineeship agreement*** has been registered with the ***T&SC***. The Corporation will ensure that the ***trainee*** is permitted to attend the training course or programme provided for in the ***traineeship agreement*** and will ensure that the ***trainee*** receives the appropriate on-the-job training.

S9.7.3 The Corporation agrees that the overall training program will be monitored by officers of the ***T&SC*** and that training records or work books may be utilised as part of this monitoring process.

S9.7.4 Training will be directed at:

(a) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

(b) the achievement of competencies required for successful participation in an industry or enterprise as are proposed to be included in the "Australian Vocational certificate Level 2" qualification or above (where there are endorsed national standards these will define such competencies).

CLAUSE S9.8 EMPLOYMENT CONDITIONS

S9.8.1 A ***trainee*** will be engaged as a full-time employee for a maximum of one year's duration provided that a ***trainee*** will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the Corporation. By agreement in writing, and with the consent of the ***T&SC*** the Corporation and the ***trainee*** may vary the duration of the ***traineeship*** and the extent of ***approved training***.

S9.8.2 The Corporation will not terminate the employment of a ***trainee*** without firstly having provided written notice of termination to the ***trainee*** concerned in accordance with the ***traineeship agreement*** and subsequently to the ***T&SC***. The written notice to be provided to the ***T&SC*** will be provided within 7 working days after termination.

If the Corporation chooses not to continue the employment of the ***trainee*** upon the completion of the ***traineeship*** it will notify, in writing, the ***T&SC*** of their decision.

S9.8.3 The ***trainee*** will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the ***traineeship agreement***.

S9.8.4 Where the employment of a ***trainee*** is continued, by the Corporation, after the completion of the ***traineeship*** period, such ***traineeship*** period will be counted as service for the purposes of the Award and/or any other legislative entitlements.

S9.8.5 **Overtime**

S9.8.5.1 The ***traineeship agreement*** may restrict the circumstances under which the ***trainee*** may work overtime and shiftwork in order to ensure the training programme is successfully completed.

S9.8.5.2 No ***trainee*** will work overtime or shiftwork on their own unless consistent with the provisions of this Award.

S9.8.5.3 No ***trainee*** will work shiftwork unless the parties to a ***traineeship scheme*** agree that such shiftwork makes satisfactory provision for ***approved training***. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork ***trainees***.

S9.8.5.4 The ***trainee*** wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Award, unless otherwise agreed by the parties to a ***traineeship scheme***.

S9.8.6 All other terms and conditions of this Award that are applicable to the ***trainee*** or would be applicable to the ***trainee*** but for this Schedule will apply unless specifically varied by this Schedule.

S9.8.7 A ***trainee*** who fails to either complete the ***traineeship*** or who cannot for any reason be placed in full-time employment with the Corporation on successful completion of the ***traineeship*** will not be entitled to any severance payments.

CLAUSE S9.9 WAGES

S9.9.1 The weekly wages payable to ***trainees*** will be as provided in clauses S9.9.6, S9.9.7 and S9.9.8.

S9.9.2 These wage rates will only apply to ***trainees*** while they are undertaking an approved ***traineeship*** which includes ***approved training*** as defined in this Schedule.

S9.9.3 The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

S9.9.4 The skill levels of current approved ***traineeship(s)*** in industry at large are set out in Appendix A. This list is provided for indicative purposes only and not all of these ***traineeships*** are applicable to the industry covered by this Award.

S9.9.5 The determination of the appropriate skill level will be made by ***NETTFORCE*** based on the following criteria:

(a) Any agreement of the parties;

(b) The nature of the industry;

(c) The total training plan;

(d) Recognition that ***training*** can be undertaken in stages;

(e) The exit skill level in the relevant Award contemplated by the ***Traineeship***.

In the event that the parties disagree with such determination it will be open to any party to the Award to seek to have the matters in dispute determined by the ***SAET***.

S9.9.6 **Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	364.00 (50%)	451.00 (33%)	
	420.00 (33%)	507.00 (25%)	
	461.00	507.00	606.00
Plus 1 year ***out of school***	507.00	606.00	702.00
Plus 2 years ***out of school***	606.00	702.00	820.00
Plus 3 years ***out of school***	702.00	820.00	939.00
Plus 4 years ***out of school***	820.00	939.00	
Plus 5 or more years	939.00		

S9.9.7 **Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	364.00 (50%)	451.00 (33%)	
	420.00 (33%)	507.00 (25%)	
	461.00	507.00	586.00
Plus 1 year ***out of school***	507.00	586.00	677.00
Plus 2 years ***out of school***	586.00	677.00	791.00
Plus 3 years ***out of school***	677.00	791.00	903.00
Plus 4 years ***out of school***	791.00	903.00	
Plus 5 or more years	903.00		

S9.9.8 **Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	364.00 (50%)	451.00 (33%)	
	420.00 (33%)	507.00 (25%)	
	461.00	507.00	586.00
Plus 1 year ***out of school***	507.00	586.00	660.00
Plus 2 years ***out of school***	586.00	660.00	741.00
Plus 3 years ***out of school***	660.00	741.00	823.00
Plus 4 years ***out of school***	741.00	823.00	
Plus 5 or more years	823.00		

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

S9.9.9 For the purposes of this provision, ***out of school*** will refer only to periods out of school beyond ***Year 10***, and will be deemed to:

(a) include an period of schooling beyond ***Year 10*** which was not part of nor contributed to a completed year of schooling;

(b) include any period during which a ***trainee*** repeats in whole or part a year of schooling beyond ***Year 10***; and

(c) not include any period during a calendar year in which a year of schooling is completed.

(d) have effect on any anniversary date being January 1 in each year. Provided that a ***traineeship agreement*** may expressly enable an arrangement for the individual ***trainee*** anniversary of leaving school date to apply. Where no such arrangement exists the 1 January anniversary date will apply.

(e) No increase in wage rates, as a result of an increase in the number of years out of school experience by a trainee will be payable before 1 January 1997.

APPENDIX A - CURRENT TRAINEESHIPS AND SKILL LEVELS

Skill Level A

Clerical Processing (General Office)

Clerical Processing (Insurance)

Clerical Processing (Legal)

Clerical Processing (Library Assistant)

Clerical Processing (State Public Sector)

Clerical Processing - Health Practice (State Public Sector)

Clerical Processing - Arts Admin (State Public Sector)

Dental Health Ancillary Worker (State Public Sector)

Sports & Recreation Administration (State Public Sector)

Laboratory Asst (State Public Sector)

Library Assistant (State Public Sector)

Technical Assistant (State Public Sector)

Skill Level B

Customer Servicing (Accommodation)

Customer Servicing (Food & Beverage)

Customer Servicing (Real Estate)

Customer Servicing (General Retail)

Customer Servicing (Auto Parts)

Customer Servicing (Auto Sales)

Customer Servicing (Service Station Operations)

Machine Operating (Textiles)

Machining and Cutting (Clothing)

Machining and Cutting (Textiles)

Skill Level C

Nil

APPLICATIONS FILED

File No	Description
3675/2011	NEW AWARD New Award made. Opdate 01/01/2012.
2643/2012	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage Provisions, Sch. 9 Training Wage Arrangements re SWC 2012. Opdate ppc 01/07/2012.
3031/2013	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2013. Opdate ppc 01/07/2013.
4312/2014	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2014. Opdate ppc 01/07/2014.
6363/2015	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2015. Opdate ppc 01/07/2015.
3219/2016	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2016. Opdate ppc 01/07/2016.
3351/2017	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2017. Opdate ppc 01/07/2017.
4426/2018	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2018. Opdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2019. Opdate ppc 01/07/2019.
ET-20-00552	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-20-00552	AWARD VARIATION Award varied. Sch. 5 Work Related Allowances re SWC 2020 (allowances). Opdate ppc 01/07/2020.

File No	Description
ET-22-00821	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2021. Opdate ppc 01/07/2021
ET-23-00803	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2022. Opdate ppc 01/07/2022
ET-21-00158	S99 REVIEW OF AWARD Award varied. Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility, Cl. 3.2 Dispute Settling Procedure, Cl. 4.1 Anti-Discrimination, Cl. 4.4 Redundancy, Cl. 5.7 Payment of Wages, Cl. 10.1 Clothing, Equipment and Tools, Cl. 10.2 Occupational Health and Safety, Cl. S9.9 Wages. Opdate ppc 05/04/2023
ET-23-05990	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2023. Opdate ppc 01/07/2023
ET-24-05140	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2024. Opdate ppc 01/07/2024
ET-25-02729	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2025. Opdate ppc 01/07/2025
ET-26-04300	AWARD VARIATION Award varied. Cl. 5.2 Apprentices, Cl. 5.7 Payment of Wages, Sch. 1 Wage Rates, Sch. 4 Actual Rates of Pay, Sch. 5 Work Related Allowances, Sch. 7 Minimum Wage, Sch. 8 Supported Wage, Sch. 9 Training Wage re SWC 2026. Opdate ppc 01/07/2026