SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

HEALTH RECREATION AND FITNESS AWARD

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

PART 1– APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 TITLE

OPDATE 24:03:2006 1st pp on or after
The title of this Award is the "Health Recreation and Fitness Award".

CLAUSE 1.2 ARRANGEMENT

OPDATE 06:11:2019 on and from
This Award is arranged as follows:

1.2.1 **By clause number**

Clause no. *Title*

Part 1 – Application and operation of Award

1.1 Title
1.2 Arrangement
1.3 Scope and persons bound
1.4 Locality
1.5 Period of operation
1.6 Definitions
1.7 Continuous service

Part 2 – Award flexibility

Vacant

Part 3 – Communication, consultation and dispute resolution

3.1 Introduction of change
3.2 Grievance and dispute settlement procedure

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

4.1 Contract of hiring
4.2 Part-time employees
4.3 Mixed functions
4.4 Flexibility of work
4.5 Casual employees
4.6 Termination of employment
4.7 Redundancy
4.8 Transmission
4.9 Service provisions (termination, change and redundancy)

Clause no. *Title*

4.10 Anti-discrimination

Part 5 – Wages and related matters

5.1 Wages
5.2 Safety net adjustments
5.3 Economic incapacity applications

Part 6 – Hours of work, breaks, overtime, shift work, weekend work and public holiday work

6.1 Hours of work
6.2 Overtime
6.3 Meal allowance
6.4 Saturdays, Sundays and Public Holidays
6.5 Christmas day falling on a Saturday or Sunday

Part 7 – Leave of absence and public holidays

7.1 Annual leave
7.2 Personal leave – injury and sickness
7.3 Bereavement leave
7.4 Parental leave
7.5 Personal leave to care for a family member
7.6 Public holidays
7.7 Leave to deal with family and domestic violence

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

Vacant

Part 9 – Training and related matters

9.1 Training wage arrangements

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

10.1 Uniforms

Part 11 – Award compliance and association related matters

11.1 Notice boards
11.2 Right of entry

Schedules

Sch. 1 Classifications
Sch. 2 Wages and allowances
Sch. 3 Superannuation
Sch. 4 Training wage arrangements

1.2.2 **In alphabetical order**

Clause No. Subject matter

7.1 Annual leave
4.10 Anti-discrimination

Clause No. Subject matter

1.2 Arrangement
7.3 Bereavement leave
4.5 Casual employees
6.5 Christmas day falling on a Saturday or Sunday

Sch. 1 Classifications
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4.1 Contract of hiring
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6.1 Hours of work
3.1 Introduction of change
7.7 Leave to deal with family and domestic violence
1.4 Locality
6.3 Meal allowance
4.3 Mixed functions
11.1 Notice boards
1.5 Operation of Award
6.2 Overtime
7.4 Parental leave
4.2 Part-time employees
7.2 Personal leave – injury and sickness
7.5 Personal leave to care for a family member
7.6 Public holidays
4.7 Redundancy
11.2 Right of entry
5.2 Safety net adjustments
6.4 Saturdays, Sundays and public holidays
1.3 Scope and persons bound
4.9 Service provisions (termination, change and redundancy)
Sch. 3 Superannuation
4.6 Termination of employment
1.1 Title
Sch. 4 Training wage arrangements (also 9.1)
4.8 Transmission
10.1 Uniforms
Sch. 1 Wages and allowances (also 5.1)

CLAUSE 1.3 SCOPE AND PERSONS BOUND

OPDATE 04:05:2011 on and from

1.3.1 This Award applies to local government sector employers throughout the State of South Australia and their employees who are employed in work in connection with the trade or business of a health and fitness centre or otherwise providing recreational facilities and programs promoting health, rehabilitation and fitness.

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

1.3.2.1 who fall within the scope and parties bound clause of the South Australian Municipal Salaried Officers Award;

1.3.2.2 employees who are covered by the terms and conditions of the Local Government Employees Award who are employed in work performed by swimming pool attendants;

1.3.2.3 employees who are covered by the terms and conditions of the Adelaide City Corporation Award who are employed in work performed by swimming pool attendants; and

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

CLAUSE 1.4 LOCALITY

OPDATE 06:11:2019 on and from
This Award shall apply throughout the State of South Australia.

CLAUSE 1.5 PERIOD OF OPERATION

OPDATE 24:03:2006 1st pp on or after
This Award, as varied by section 99 review, operates from the first pay period commencing on or after 24 March 2006 and remains in force until varied, revoked or superseded.

CLAUSE 1.6 DEFINITIONS

OPDATE 06:11:2019 on and from

1.6.1 ***Union*** means the union known as United Voice.

1.6.2 The ***Act*** means the *Fair Work Act 1994*.

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

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

1.6.5 ***Spouse*** includes a defacto spouse, but, except in relation to parental leave, does not include a spouse from whom the employee is legally separated.

1.6.6 ***Weeks pay*** means the ordinary time rate of pay as prescribed in clause 4.7.1.

CLAUSE 1.7 CONTINUOUS SERVICE

OPDATE 24:03:2006 1st pp on or after

1.7.1 **Maintenance of continuous service**

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

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

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

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

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

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

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

(g) Transfer of employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.

(h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.

(i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

1.7.2 **Calculation of period of service**

Where an employee's 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:

(a) to the extent that the employee receives or is entitled to receive pay for the period, or

(b) where the absence results from a decision of the employer to stand the employee off without pay.

PART 2 – AWARD FLEXIBILITY

OPDATE 24:03:2006 1st pp on or after

Vacant

PART 3 – COMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 24:03:2006 1st pp on or after

3.1.1 **Notification of intended changes**

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

3.1.1.2 ***Significant effects*** include:

(a) termination of employment;

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required;

(c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;

(d) the alteration of hours of work;

(e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3.1.1.3 Where the Award makes provision for alteration of any of the matters in 3.1.1.2, an alteration will be deemed not to have ***significant effect***.

3.1.2 **Consultation with employees and their union**

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

(a) the introduction of the changes referred to in 3.1.1.1;

(b) the effects the changes are likely to have on employees;

(c) measures to avert or mitigate the adverse effects of such changes on employees.

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

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

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

(a) all relevant information about the changes, including the nature of the changes proposed; and

(b) the expected effects of the changes on employees and any other matters likely to affect them.

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

CLAUSE 3.2 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

OPDATE 11:06:2019 on and from

3.2.1 Subject to the provisions of the ***Act***, any industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:

3.2.1.1 Any matter which has been fully discussed between an employee or employees and the supervisor and is still in dispute shall be referred to the Job Delegate or nominated employee representative.

3.2.1.2 The matter in dispute shall be discussed with the supervisor concerned.

3.2.1.3 If unresolved at this level, the matter in dispute shall be referred to the responsible management representative who shall ensure that the matter is recorded in writing and shall take all reasonable steps to resolve the matter.

3.2.1.4 If the matter is still unresolved, discussions shall then occur between a responsible management representative and a ***union*** official if applicable.

3.2.1.5 If agreement has not been reached the matter shall then be discussed between a representative nominated by the employer, which may include a representative of the Association of employers to which the employer is a member and the ***union*** official, if applicable.

3.2.1.6 If still not settled the matter shall be submitted to the ***Commission***.

3.2.1.7 Without prejudice to either party, work shall continue to be performed in accordance with the Award while the matters in dispute are negotiated in good faith.

3.2.1.8 Subject to the provisions of the *Occupational Health, Safety and Welfare Act, 1986*, where a matter arises concerning a bona fide safety issue, the Union should notify the employer immediately, and if the matter is not able to be resolved between the parties, the assistance of an appropriate Safety Authority should be sought.

3.2.1.9 At any stage of the procedures, the parties; may seek the assistance of a conciliator, a member of the ***Commission***, or a mutually acceptable person.

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

CLAUSE 4.1 CONTRACT OF HIRING

OPDATE 24:03:2006 1st pp on or after

4.1.1 The contract of hiring of every employee bound by this Award shall, in the absence of an express contract to the contrary, be deemed to be a contract of hiring by the week.

4.1.2 Where an employee has given or been given notice, as prescribed in clause 4.6, the employee shall continue their employment until the date of expiration of such notice. An employee who, having given or been given notice, without reasonable cause (proof of which shall lie on the employee) absents themselves from work during such period shall be deemed to have abandoned their employment and shall not be entitled to payment for work done by them within the period.

4.1.3 Notwithstanding any other provisions of this award the employer shall not be liable to pay an employee for time lost when work is unavoidably stopped because of breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably be held responsible. Provided however that this clause 4.1.3 shall only take effect in respect of any period or periods for which the employer shall actually notify the employee that he is stood down from his employment for one of the reasons aforesaid.

CLAUSE 4.2 PART-TIME EMPLOYEES

OPDATE 24:03:2006 1st pp on or after

4.2.1 Part-time employees may be engaged under the award subject to the following conditions:

4.2.2 Part-time employees shall be engaged for a specified and constant number of hours each week, not less than 12 hours and less than 38 ordinary hours per week.

4.2.3 The hourly rate of pay for part-time employees shall be calculated by dividing the appropriate weekly rate by 38.

4.2.4 Such employees shall be paid a minimum of 3 hours for each engagement.

4.2.5 The hours of commencing and ceasing work shall be displayed in a conspicuous place accessible to all employees. These hours shall not be changed without the employer giving seven days notice of such change to the employees concerned.

4.2.6 The provisions of this Award as regards annual leave, sick pay and holidays shall apply to such part-time employees, but they shall be paid only in proportion to the average number of hours worked each week during the previous six months or if there is not a six months period of employment then the average of the actual period of employment.

CLAUSE 4.3 MIXED FUNCTIONS

OPDATE 24:03:2006 1st pp on or after

An employee engaged for 2 hours or more on any day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day. If for less than 2 hours he shall be paid the higher rate for the time so worked.

CLAUSE 4.4 FLEXIBILITY OF WORK

OPDATE 24:03:2006 1st pp on or after

The employer may direct an employee to perform duties which are peripheral and incidental to their primary function.

CLAUSE 4.5 CASUAL EMPLOYEES

OPDATE 01:01:2012 1st pp on or after

4.5.1 The hourly rate of pay of casual employees shall be calculated by dividing the appropriate weekly rate by 38 and adding thereto a loading of 20 percent of the sum so calculated.
Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 20% loading will be increased in accordance with the following:

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

4.5.2 Employees other than those classifications listed in clause 4.5.3, shall be paid a minimum of 3 hours for each engagement.

4.5.3 In the case of Aerobic Instructors, a minimum engagement of 1 hour shall apply.

4.5.4 A minimum engagement of one hour will apply in the case of Swimming Instructors, Competition Instructors and Playroom Attendants (unqualified).

CLAUSE 4.6 TERMINATION OF EMPLOYMENT

OPDATE 24:03:2006 1st pp on or after

4.6.1 **Notice of termination by employer**

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

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

4.6.1.2 In addition to the notice in 4.6.1.1, employees over forty-five years of age at the time of the giving of notice, with not less than 2 years ***continuous service***, are entitled to additional notice of one week.

4.6.1.3 Payment at the ordinary rate of pay, in lieu of the notice prescribed in 4.6.1.1 and/or 4.6.1.2 and/or 4.6.4, 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.

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

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

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

4.6.1.6 Where the contract of hiring is by the hour, one hour's notice of termination of the contract of hiring shall be given by either party. In lieu of such notice the employer shall pay one hour's wages or the employee shall forfeit one hour's wages, which may be deducted from wages due.

4.6.2 **Time off during notice period**

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

4.6.3 **Statement of employment**

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

4.6.4 **Payment in lieu**

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

4.6.5 **Notice of termination by employee**

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

Period of continuous service	*Period of notice*
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

or forfeit the wages appropriate to the notice period.

CLAUSE 4.7 REDUNDANCY

OPDATE 24:03:2006 1st pp on or after

4.7.1 **Definitions**

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

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

Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

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

4.7.2 **Discussions before terminations**

4.7.2.1 Where an employer has made a definite decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer shall have discussions as soon as practicable with the employees directly affected and with the ***Union***. Discussions shall cover, among other things, the reasons for the proposed terminations, measures to avoid or minimize the terminations, and measures to mitigate the adverse effects of any terminations on the employees concerned.

4.7.2.2 For the purposes of discussion, the employer shall 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, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which when looked at objectively, would be against the employer's interests.

4.7.3 **Period of notice of termination on redundancy**

4.7.3.1 If the services of an employee are to be terminated due to ***redundancy*** such employee shall be given notice of termination as prescribed by clause 4.6.

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

4.7.3.3 Should the employer fail to give notice of termination as required in clauses 4.7.3.1 or 4.7.3.2 the employer shall pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be ***service*** with the employer for the purposes of the *Long Service Leave Act 1987*, as amended.

4.7.4 **Notification to Centrelink**

Where a decision has been made to terminate the employment of an employee, or of employees, on account of ***redundancy*** the employer shall notify Centrelink thereof as soon as possible, giving relevant information including a written statement of the reason(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

4.7.5 **Severance pay**

4.7.5.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in 4.6 and 4.7.3.

4.7.5.2 Severance pay - employees of a small business

An employee of a ***small business*** as defined in 4.7.1 whose employment is terminated by reason of ***redundancy*** is entitled to the following amount of severance pay in respect of a period of ***continuous service***:

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 over	8 ***weeks pay***

* ***Weeks pay*** is defined in 4.7.1.

4.7.5.3 Severance pay - other than employees of a small business

An employee, other than an employee of a ***small business*** as defined in 4.7.1, whose employment is terminated by reason of ***redundancy***, is entitled to the following amount of severance pay in respect of a period of ***continuous service***:

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***

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

In addition to the severance pay in 4.7.5.3 an employee with not less than 10 years ***continuous service***, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

* ***Weeks pay*** is defined in 4.7.1.

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

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

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

4.7.6 **Time off during notice period**

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

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

The time off during notice period entitlements under this clause 4.7.6 apply in lieu of the provisions of 4.6.2.

4.7.7 **Alternative employment**

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

4.7.8 **Employee leaving during notice**

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

4.7.9 **Written notice**

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

(a) The date and time of the proposed termination of the employee's employment:

(b) Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated:

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

(d) Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

4.7.10 **Payment in lieu treated as service**

If an employer makes payment in lieu for all or any of the period of notice prescribed by clause 4.7.3, then the period for which such payment is made shall be treated as ***service*** for the purposes of computing any ***service*** related entitlements of the employee arising pursuant to this Award and shall be deemed to be ***service*** with the employer for the purposes of the *Long Service Leave Act 1987* as amended.

4.7.11 **Transfer to lower paid duties**

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

4.7.12 **Employees with less than one year of service**

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

4.7.13 **Employees exempted**

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

4.7.14 **Incapacity to pay**

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

4.7.15 **Transmission of business**

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 4.8.2 or 4.8.3 are met.

4.7.16 **Contrived arrangements**

Subject to an order of the ***Commission***, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 4.7.5.3 or 4.7.5.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.7.5.2.

CLAUSE 4.8 TRANSMISSION

OPDATE 24:03:2006 1st pp on or after

4.8.1 **Transmission of business**

This clause applies where a business, undertaking or establishment, or any part of it, has been ***transmitted*** from an employer (the ***transmittor***) to another employer (the ***transmittee***).

Transmission without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession, whether by agreement or operation of law. ***Transmitted*** has a corresponding meaning.

4.8.2 **Acceptance of employment with transmittee**

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

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

4.8.2.2 The provisions of clause 4.7 do not apply in respect of the termination of the employee's employment with the ***transmittor***.

4.8.3 **Offer of employment with the transmittee**

An employee is not entitled to benefits under clause 4.7 in respect of termination of employment resulting from ***transmission*** of the business, undertaking, establishment or part of it if:

4.8.3.1 The employee is offered employment by the ***transmittee***;

4.8.3.2 The offer is made before the ***transmission*** of the business, undertaking, establishment or part of it;

4.8.3.3 The terms and conditions of the new employment offered:

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

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

4.8.3.4 The employee unreasonably refuses to accept the offer.

CLAUSE 4.9 SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)

OPDATE 24:03:2006 1st pp on or after

4.9.1 **Continuity of service**

For the purpose of clauses 4.6, 4.7 and 4.8 ***service*** means ***continuous service*** (as defined in clause 1.7).

4.9.2 **Service with two or more corporations**

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the Corporations Law, the service of the employee with each such corporation must be included in the calculation of the employee's ***continuous service*** for the purpose of determining the employee's entitlements according to clauses 4.6, 4.7 and 4.8.

CLAUSE 4.10 ANTI-DISCRIMINATION

OPDATE 24:03:2006 1st pp on or after

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

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

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

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

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

4.10.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

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

4.10.4.1 A matter referred to in 4.10.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

4.10.4.2 A matter referred to in 4.10.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

PART 5 – WAGES AND RELATED MATTERS

CLAUSE 5.1 WAGES

OPDATE 24:03:2006 1st pp on or after
The minimum weekly wages for work in ordinary time for employees covered by this Award are contained in Schedule 2 – Wages and Allowances.

CLAUSE 5.2 SAFETY NET ADJUSTMENTS

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

The rates of pay in this Award do not include adjustments payable under the following decisions:

- 2015 State Wage Case and Minimum Standard for Remuneration [2015] SAIRComm 7 (2.5%).
- 2016 State Wage Case and Minimum Standard for Remuneration [2016] SAIRComm 4 (2.4%).

CLAUSE 5.3 ECONOMIC INCAPACITY APPLICATIONS

OPDATE 01:07:2026 1st pp on or after
Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *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.

PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK AND PUBLIC HOLIDAY WORK

CLAUSE 6.1 HOURS OF WORK

OPDATE 24:03:2006 1st pp on or after

6.1.1 The ordinary hours of full-time employees shall be 38 hours per week.

6.1.2 Employees shall be allowed a meal break of not less than 45 minutes and not more than 1 hour each day of the week, providing however that in the event of an employee receiving less than 45 minutes for the purpose of having a meal, the time so spent shall be counted as time worked provided that no employee shall work for more than 5 hours without a meal break.

6.1.3 Employees shall be allowed 10 minutes tea break in the forenoon and 10 minutes in the afternoon each day without deduction of pay.

6.1.4 There shall be no broken shifts except for meals.

CLAUSE 6.2 OVERTIME

OPDATE 24:03:2006 1st pp on or after

Where an employee works in excess of 12 hours on any day or, in excess of 38 hours in any week the employee shall be paid for such excess hours at the rate of time and a half for the first two hours and double time thereafter.

CLAUSE 6.3 MEAL ALLOWANCE

OPDATE 29:07:2009 1st pp on or after

6.3.1 Any employee who is required to work overtime on any day for a period of not less than 2 hours shall unless he has been notified on the previous working day that he would be so required to work overtime, be paid a meal allowance of $10.20.

6.3.2 Any employee who is notified on any working day that he would be required to work overtime for a period of not less than 2 hours on the following working day but is not required so to work on such following working day shall be paid a meal allowance of $10.20.

CLAUSE 6.4 SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

OPDATE 24:03:2006 1st pp on or after

6.4.1 All time worked on a Saturday outside ordinary hours shall be paid for at the rate of time and a half for the first 2 hours before 12 noon and double time thereafter.

6.4.2 All time worked on a Sunday in ordinary hours shall be paid for at the rate of time and a half.

6.4.3 All time worked on a Sunday outside of ordinary hours shall be paid for at the rate of double time.

6.4.4 All time worked on a public holiday shall be paid for at the rate of double time and one half.

CLAUSE 6.5 CHRISTMAS DAY FALLING ON A SATURDAY OR SUNDAY

OPDATE 24:03:2006 1st pp on or after

6.5.1 **Applicability**

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

(a) ***Actual day*** means a Saturday or Sunday that is a Christmas Day but the declared public holiday for the Christmas Day has been gazetted for another day.

(b) ***Substitute day*** means the day that is gazetted a public holiday in lieu of the public holiday for Christmas Day falling on a Saturday or Sunday.

6.5.2 **Full-time employees**

6.5.2.1 An employee rostered and not required to work on the ***actual day*** will be paid for that day at ordinary rates but will not be entitled to the ***substitute day***;

6.5.2.2 An employee rostered and required to work on the ***actual day*** will be entitled to:

(a) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay, and

(b) the ***substitute day*** as a holiday. However, where the ***substitute day*** falls on a non-working day, the employee is entitled to either an additional day's pay or an additional day's leave with pay.

6.5.2.3 An employee rostered and required to work both on the ***actual day*** and also on the ***substitute day*** will be entitled to:

(a) for the ***actual day***, the payment described in 6.5.2.2(a); and

(b) for the ***substitute day***, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.

6.5.3 **Part-time employees**

6.5.3.1 An employee rostered and not required to work on the ***actual day*** will be paid for that day at ordinary rates but will not be entitled to the ***substitute day***.

6.5.3.2 An employee rostered and required to work on the ***actual day*** will be entitled to:

(a) the payment described in 6.5.2.2(a); and

(b) another day, which may or may not be the ***substitute day***, as a holiday, or payment at ordinary rates for an additional day of equal length.

6.5.3.3 If the benefits of 6.5.3.1 or 6.5.3.2 apply, an employee who works on the ***substitute day***, will be paid at ordinary time rates for such day.

PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

CLAUSE 7.1 ANNUAL LEAVE

OPDATE 24:03:2006 1st pp on or after

7.1.1 Period of leave

A period of twenty-eight consecutive days (four weeks) leave shall be allowed annually to an employee, other than a casual employee, after 12 months ***continuous service*** (less the period of annual leave) as an employee in any one or more of the occupations to which this Award applies.

7.1.2 Annual leave exclusive of public holidays

Subject to this clause 7.1.2 the annual leave prescribed by this clause shall be exclusive of any public holiday prescribed by this Award and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day for each holiday as aforesaid.

7.1.3 Calculation of continuous service on termination of employment

If, after one month's ***continuous service*** in any 12 monthly period an employee leaves his/her employment or the employer terminates the employees employment, in respect to leave which has accrued but not been granted the employee shall be paid 12.67 hours for each completed month of service.

7.1.4 Calculation of service

Service before the date of this Award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof for any period has been allowed.

Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor immediately prior to the time when he became such successor, assignee or transmittee the employee in respect of the period during which he was in the service of the predecessor shall for the purposes of this clause be deemed to be in the service of the employer.

7.1.5 Calculation of month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

7.1.6 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by clauses 7.1.3 and 7.1.10 payment shall not be made or accepted in lieu of annual leave.

7.1.7 **Time of taking annual leave**

7.1.7.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.5.

7.1.7.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 1 month before the period of annual leave is to begin.

7.1.7.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

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

7.1.8 **Leave allowed before due date**

An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall 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 clause 7.1.8 before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment 1/12th of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 7.6.

7.1.9 **Payment for period of leave**

Each employee before going on leave shall be paid such wages as are payable in respect of the period of leave due to and being taken by the employee. Subject to clauses 7.1.3 and 7.1.10, wages shall be at the rate prescribed by Schedule 2 for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment as the case may be, plus an additional 17 1/2 per centum of the weekly wage rate prescribed by Schedule 2.

This clause 7.1.9 shall apply to pro rata leave entitlement and payment for same upon termination regardless of whether termination is by the employer or the employee.

7.1.10 **Shut down**

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

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

7.1.10.3 Where:

(a) an employee is unable to attend work because of a shut down; and

(b) that employee has not accrued a full year of entitlement to annual leave;

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 7.1.8.

7.1.10.4 Where an employee is required to take leave in accordance with 7.1.10.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the shut down for any time in excess of the employee's leave credit.

7.1.10.5 All time that the employee is stood off without pay for the purposes of 7.1.10.4 is deemed to be time of service in the next 12 monthly qualifying period.

7.1.11 **Seven-day or late hour workers**

Employees in regular employment whose daily period of work during at least two weeks out of every three usually finishes after 10p.m. or who work on seven days a week shall be allowed one week's leave in addition to that prescribed herein, for each completed year of service, and the foregoing subclause of this clause shall apply, making the necessary amendments. Where such leave is given in two periods, one period shall not be less than seven consecutive days and the other of not less than twenty-eight consecutive days.

7.1.12 The days in a period of leave shall be deemed to be consecutive even though any of the public holidays named in clause 7.6 occur therein, provided that the necessary day or days are added as prescribed by clause 7.1.2.

CLAUSE 7.2 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 24:03:2006 1st pp on or after

7.2.1 Every full-time and every part-time employee other than an employee in casual employment who is unable to attend or remain at his/her place of employment by reason of ***illness*** and who complies with the conditions prescribed by clause 7.2.2 shall be granted by the employer paid leave not exceeding the personal leave credit of that employee.

7.2.2 The said leave shall be granted and the employees shall be entitled to pay in respect thereof on compliance with the following conditions:

7.2.2.1 As far as practicable, the employee shall, prior to his/her normal commencing time of work, inform his/her employer of his/her inability to attend for duty, the nature of the ***illness*** and the estimated duration of the absence. Notwithstanding the foregoing an employee shall in any event notify his/her employer of his/her inability to attend for duty within 24 hours after the commencement of the absence; and

7.2.2.2 If so required by his/her employer, the employee shall produce to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims personal leave.

7.2.3 For the purposes of this clause the word ***illness*** includes personal injury but does not include any injury of which compensation is payable under the *Workers Rehabilitation and Compensation Act 1986* as amended.

7.2.4 For the purpose of clause 7.2.1 the personal leave credit of an employee with an employer shall be determined by adding to the accumulation of the personal leave, if any, standing to the credit of that employee with that employer (pursuant to this or any other award or industrial agreement relating to the industry of the occupations to

which this award relates) immediately before 1 September 1986, the amount of leave that the employee is entitled to be granted by the employer pursuant to this clause and deducting from the total so obtained the amount of personal leave that has, pursuant to this clause, been so granted by the employer.

7.2.5 **Accrual of personal leave**

7.2.5.1 In respect to the first year of service with an employer that follows 1st September 1986, a full-time employee shall be entitled to grant of leave on full pay under this clause of 1.385 hours per week in respect to the period of employment up to the 20th February 1992, and at the rate of 1.46 hours per week in respect to the period of employment on or from the 20th February 1992.

7.2.5.2 In respect to succeeding years of ***continuous service*** with the employer, the employee shall be entitled to a grant of leave under this clause of ten days on full pay on or after the commencement of such succeeding years.

CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 24:03:2006 1st pp on or after

7.3.1 **Entitlement to leave**

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

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

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

7.3.2 **Unpaid entitlement to leave**

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

7.3.3 **Effect of other leave**

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

CLAUSE 7.4 PARENTAL LEAVE

OPDATE 24:03:2006 1st pp on or after

7.4.1 **Definitions**

In this clause, unless the contrary intention appears:

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

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

7.4.1.3 ***Child*** means a child of the employee or the employee's ***spouse*** under the age of one year; or

means a ***child*** under the age of school age who is placed with an employee for the purposes of ***adoption***, other than a ***child*** or step-***child*** of the employee, or of

the ***spouse*** of the employee, who has previously lived with the employee for a continuous period of at least six months.

7.4.1.4 ***Eligible casual employee*** means a casual employee employed by an employer during a period of at least 12 months, either:

(a) on a regular and systematic basis for several periods of employment; or

(b) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to ***adopt***, a reasonable expectation of ongoing employment.

7.4.1.5 ***Extended adoption leave*** means ***adoption leave*** provided under 7.4.3.4(b).

7.4.1.6 ***Extended paternity leave*** means ***paternity leave*** provided under 7.4.3.3(b).

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

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

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

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

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

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

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

7.4.1.14 ***Short adoption leave*** means ***adoption leave*** provided under 7.4.3.4(a).

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

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

7.4.1.17 ***Spouse*** includes a defacto spouse or a former spouse.

7.4.2 Employer's responsibility to inform

7.4.2.1 On becoming aware that:

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

an employer must inform the employee of:

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

7.4.3 Eligibility for and entitlement to parental leave

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

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

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

(i) the employee or the employee's ***spouse*** is pregnant; or

(ii) the employee is or has been immediately absent on ***parental leave***.

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

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

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

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

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

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

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

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

7.4.4 **Qualifications on entitlements and eligibility**

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

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

(a) in the case of ***maternity leave***, the expected date of birth; or otherwise

(b) the date on which the leave is due to commence.

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

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

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

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

7.4.5 **Certification required**

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

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

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

(c) states:

(i) the expected date of birth;
(ii) the expected date of termination of pregnancy; or
(iii) the date on which the birth took place,

whichever is appropriate.

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

7.4.5.2(a) *Parental leave*

(i) The particulars of any period of ***parental leave*** sought or taken by the employee's ***spouse***, and where appropriate;

(ii) That the employee is seeking the leave to become the ***primary care-giver*** of a ***child***.

7.4.5.2(b) *Adoption leave*

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

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

7.4.6 **Notice requirements**

7.4.6.1 <u>Maternity leave</u>

7.4.6.1(a) An employee must:

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

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

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

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

notice may be given only if the employee has not given her employer the required notice.

7.4.6.2 Paternity leave

An employee must:

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

7.4.6.2(b) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.3 Adoption leave

An employee must:

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

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

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

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

7.4.6.4 Unforeseen circumstances

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

(a) the birth occurring earlier than the expected date; or

(b) the death of the mother of the ***child***; or

(c) the death of the employee's ***spouse***, or

(d) the requirement that the employee accept earlier or later placement of the ***child***,

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

7.4.7 **Taking of parental leave**

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

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

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

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

7.4.7.5 Subject to 7.4.4 and unless agreed otherwise between the employer and employee, an employee may commence ***parental leave*** at any time within six weeks immediately prior to the expected date of birth.

7.4.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the ***child***, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.4.7.7 Where leave is granted under 7.4.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

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

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

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

7.4.7.11 Not withstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with 7.4.15.

7.4.8 **Variation and cancellation of parental leave**

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

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

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

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

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

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

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

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

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

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

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

7.4.9 **Special maternity leave and personal leave**

7.4.9.1 If:

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

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

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

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

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

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

7.4.10 **Special adoption leave**

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

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

7.4.10.3 The leave under this clause 7.4.10 is to be known as ***special adoption leave*** and does not affect any entitlement under 7.4.3.

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

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

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

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

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

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

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

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

7.4.11.3 Leave under this clause 7.4.11 will be treated as ***maternity leave***.

7.4.12 **Part-time work**

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

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

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

7.4.13 **Communication during parental leave**

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

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

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

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

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

7.4.14 **Return to work after parental leave**

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

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

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

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

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

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

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

7.4.15 **Right to request**

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

(a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid ***parental leave*** provided for in 7.4.3.2 by a further continuous period of leave not exceeding 12 months;

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

to assist the employee in reconciling work and parental responsibilities.

7.4.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.4.15.3 The employee's request and the employer's decision made under 7.4.15.1(b) and (c) must be recorded in writing.

7.4.15.4 Where an employee wishes to make a request under 7.4.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from ***parental leave***.

7.4.16 **Termination of employment**

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

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

7.4.17 **Replacement employees**

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

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

CLAUSE 7.5 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 24:03:2006 1st pp on or after

7.5.1 **Definitions**

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

7.5.1.2 ***Family*** - the following are to be regarded as members of a person's family:

(a) a ***spouse***;
(b) a child or step child;
(c) a parent or parent in-law;
(d) any other member of the person's household;
(e) a grandparent or grandchild;
(f) any other person who is dependent on the person's care.

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

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

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

(a) due to personal injury; or

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

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

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

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

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

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

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

prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

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

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

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

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

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

7.5.4 **Single day absences**

Single day absences may be taken for ***personal leave to care for a family member*** as provided for in Clause 7.1.7 Time of Taking Annual Leave.

7.5.5 **Casual employees caring responsibilities**

7.5.5.1 Casual employees are not entitled to ***personal leave to care for a family member*** or bereavement leave but subject to the notice and evidentiary requirements in 7.5 and 7.3, casuals are entitled to not be available to attend work, or to leave work:

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

(b) upon the death of a ***family*** member.

7.5.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.5.5.1 is:

(a) the period agreed upon between the employer and the employee; or

(b) up to 48 hours (or 2 days) per occasion.

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

7.5.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

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

CLAUSE 7.6 PUBLIC HOLIDAYS

OPDATE 06:11:2019 on and from

7.6.1 Any day prescribed as a holiday by the *Holidays Act 1910* (SA) (as amended) and any other days that may from time to time be proclaimed as public holidays in the State of South Australia shall be holidays.

7.6.2 Employees (other than casuals) not required to work on a public holiday shall be paid at ordinary rates for the time usually worked on any such day.

CLAUSE 7.7 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

OPDATE 06:11:2019 on and from

7.7.1 This clause applies to all employees, including casuals.

7.7.2 **Definitions**

7.7.2.1 In this clause:

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

family member means:

7.7.2.1(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

7.7.2.1(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

7.7.2.1(c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

7.7.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 7.7.2.1 includes a former spouse or de facto partner.

7.7.3 **Entitlement to unpaid leave**

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

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

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

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

Note: (1) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

(2) The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with the family and domestic violence.

7.7.4 **Taking unpaid leave**

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

7.7.4.1(a) is experiencing family and domestic violence; and

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

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

7.7.5 **Service and continuity**

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

7.7.6 **Notice and evidence requirements**

7.7.6.1 **Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 7.7. The notice:

7.7.6.1(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

7.7.6.1(b) must advise the employer of the period, or expected period, of the leave.

7.7.6.2 **Evidence**

An employee who has given their employer notice of the taking of leave under clause 7.7 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 7.7.4.

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

7.7.7 **Confidentiality**

7.7.7.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.7 is treated confidentially, as far as it is reasonably practicable to do so.

7.7.7.2 Nothing in clause 7.7 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australia law or is necessary to protect the life, health or safety of the employee or another person.

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

7.7.8 **Compliance**

An employee is not entitled to take leave under clause 7.7 unless the employee complies with clause 7.7.

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

OPDATE 24:03:2006 1st pp on or after

Vacant

PART 9 – TRAINING AND RELATED MATTERS

CLAUSE 9.1 TRAINING WAGE ARRANGEMENTS

OPDATE 24:03:2006 1st pp on or after
Refer to Schedule 4.

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

CLAUSE 10.1 UNIFORMS

OPDATE 24:03:2006 1st pp on or after

If an employer requires an employee to wear a uniform, the employer shall provide such garment, which shall remain the property of the employer.

PART 11 – AWARD COMPLIANCE AND ASSOCIATION RELATED MATTERS

CLAUSE 11.1 NOTICE BOARDS

OPDATE 24:03:2006 1st pp on or after

The employer shall erect a notice board of reasonable dimension in a prominent position in each centre so that it will be reasonably accessible to all employees working under the Award. Accredited ***Union*** Representatives shall be permitted to put on the notice board/s Union Notices signed or countersigned by the Representative posting them. Any notice posted on such board not signed or countersigned may be removed by an accredited Union representative or by the employer. Such notice boards to be protected with clear coverings.

CLAUSE 11.2 RIGHT OF ENTRY

OPDATE 24:03:2006 1st pp on or after

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

11.2.1.1 Inspect time books and wages records; and

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

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

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

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

(a) harass an employer or employee; or

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

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

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

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

SCHEDULE 1 - CLASSIFICATIONS

OPDATE 24:03:2006 1st pp on or after

CLAUSE S1.1 INTRODUCTION

S1.1.1 For the purposes of the Instructor classification stream the following definitions and practice shall apply:

S1.1.2 ***Aerobics Instructor*** shall mean an employee supervising an aerobics class involving a series of aerobic exercises set to music in a class environment and also includes aqua-aerobics or supercircuit or similar classes but does not include gymnasium instruction.

S1.1.3 Employees shall be classified at their level of qualifications providing they perform the duties set out in that classification and/or the qualifications held are a requirement of the employer.

S1.1.4 ***Equivalent accredited training*** shall mean:

(a) completion of the specified number and type of electives with the Institute of Fitness Professionals Fitness Leaders Course; or

(b) an employee shall be deemed to have completed ***equivalent accredited training*** for the purposes of Instructor Grades 1 and 2 if he/she holds registration with the South Australian Fitness Accreditation Council.

CLAUSE S1.2 INSTRUCTOR STREAM

Instructor Grade 1

Employees in this grade shall be employees without previous experience in the industry who have completed the T.A.F.E. Fitness Leaders Course, CORE plus one (1) elective or ***equivalent accredited training***. Employees shall work under direct supervision according to specific instructions and procedures which are prescribed by a more senior instructor or manager.

During this period employees shall become familiar with all aspects of the establishment's operations. Duties at this level may include (depending on the employees area of qualifications):

- performing initial fitness assessment using standard procedures (e.g. skin/fat ratios, short/long aerobics, muscle flexibility);
- the supervision of small groups of up to 6 (six) clients.

Promotion to Grade 2 will be automatic on completion of 3 months service at this grade.

Instructor Grade 2

Employees at this grade shall have completed the T.A.F.E. Fitness Leaders Course (CORE plus one elective) or ***equivalent accredited training***. ***Aerobics Instructors*** shall be classified in this grade if they have less than 12 months regular employment in aerobics instruction.

Employees in this grade shall work under general supervision which requires operation within defined areas of responsibility with adherence to established guide-lines and procedures.

Duties may include (dependent on the employees areas of training):

- the selection and monitoring of basic fitness programmes, including modification of existing programmes to meet individual requirements;

- ***Aerobics Instructor*** with less than 12 months regular employment in the area of aerobics instruction.

- supervision of one fitness activity including but not limited to weight training, aqua-aerobics or supercircuit.

Instructor Grade 3

Employees at this grade shall have completed the T.A.F.E. Fitness Leaders Course, CORE plus two electives or ***equivalent accredited training***.

OR

In the case of ***Aerobics Instructors***, T.A.F.E. Fitness Leaders Course CORE plus one elective or ***equivalent accredited training*** plus a minimum of 12 months regular employment in the industry as an ***Aerobics Instructor***.

Employees in the grade shall work under limited supervision and guidance and are required to exercise initiative and judgement in the performance of their duties.

Employees in this grade shall receive broad instructions and work is checked only intermittently.

Duties at this level may include (dependent on the employees areas of training):

- implementing and monitoring fitness programmes in more than one area of activity

- design of new fitness programmes

- supervision of two fitness activities including but not limited to weight training, aqua-aerobics.

Instructor Grade 4

Employees in this grade shall have completed the T.A.F.E. Fitness Leaders Course Core plus a minimum of two electives with one elective completed at an advanced level (or other ***equivalent accredited training***). Employees shall have a minimum of two years experience in fitness instruction.

Duties may include (dependent on the employee's areas of training):

- supervision of support staff and/or instructors in lower levels including the development of staff rosters;

- co-ordination of activities across a range of activity areas; or

- specialisation in one area of fitness programming at an advanced level, if necessary in conjunction with qualified therapists;

- designing appropriate "in-house" training programmes for instructors and co-ordinating the external training of instructors;

- monitoring and utilising the latest research in fitness and instructing methods.

CLAUSE S1.3 SUPPORT STAFF STREAM

Support Staff Grade 1

Employees at this level work under direct supervision with specific instructions and procedures and after appropriate "in-house" training duties may include any or all of the following:

- general counter duties including reception, taking bookings, members enquires, membership enquiries and sale of products;
- general tidying/cleaning of immediate work area;
- (unqualified) playroom attendant.

Duties at this level are performed within established guide-lines and determined procedures

Support Staff Grade 2

Employees shall perform the duties prescribed for Support Staff Grade 1 but with limited supervision. Employees may be required to exercise some initiative in the performance of duties.

CLAUSE S1.4 SWIMMING INSTRUCTOR STREAM

Employees employed as Swimming Instructors shall be employed in accordance with the following classification stream:

Level 1 (Trainee Instructor)

- No previous experience
- To complete 150 hours at this Level prior to progressing to Level 2
- Under direct supervision

Level 2

- Completed 150 hours at Level 1
- Current Cardiac Pulmonary Resuscitation Certificate
- Under general supervision
- Reports to Pool Deck Supervisor

Level 3

- Minimum of three years experience in Private Swimming Schools
- Current Cardiac Pulmonary Resuscitation and First Aid Certificate
- Supervises Instructors/Trainees
- Reports to Pool Manager

CLAUSE S1.5 COMPETITION INSTRUCTORS STREAM

Employees employed as Competition Instructors shall be employed in accordance with the following classification stream:

Level 1A (Entry Level)

- To complete 150 hours at this Level prior to progressing to Level 2A
- Current Cardiac Pulmonary Resuscitation Certificate or is undertaking a course to acquire such certificate
- Under direct supervision of Coach Supervisor

Level 2A

- Current Cardiac Pulmonary Resuscitation Certificate
- 150 hours at Level 1A
- Level 1 Australian National Swimming Coach Accreditation
- Responsible to Coach Supervisor

Level 3A

- Current Cardiac Pulmonary Resuscitation and First Aid Certificate
- Level 2 - ANSC Accreditation

SCHEDULE 2 – WAGES AND ALLOWANCES

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

S2.1 **Wages**

	Weekly rate per week $	*Casual hourly rate $*
Instructor Stream		
Instructor Grade 1	1023.00	33.65
Instructor Grade 2	1049.60	34.53
Instructor Grade 3	1094.30	36.00
Instructor Grade 4	1164.30	38.30
Support Staff Stream		
Grade 1	1023.00	33.65
Grade 2	1042.10	34.28
Swimming Instructors Stream		
Level 1	1023.00	33.65
Level 2	1023.00	33.65
Level 3	1047.40	34.45
Competition Instructors Stream		
Level 1A	1023.00	33.65
Level 2A	1023.00	33.65
Level 3A	1054.90	34.70
All Others	1023.00	33.65

The wage relativities in this award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case decision (Print I.69/1989).

S2.2 **Supervisory allowance for support staff**

Support staff who are required to supervise other support staff of the same or lower level shall receive the following amounts:

(a) Up to and including 3 employees supervised $23.70 pw
(b) More than 3 employees supervised $34.90 pw

S2.3 **Junior rates of pay**

The minimum weekly rate payable to junior employees shall be the following age-related percentage of the appropriate minimum weekly rate prescribed in clause S2.1 of this Schedule for the work being performed by the employee.

Age	*Percentage*
16 Years and under	50
17 Years and under 18	55
18 Years and under 19	65
19 Years and under 20	80
20 Years and under 21	90

Provided that in calculating the rate payable to junior employees, the minimum weekly rate must equal or exceed the following age related percentages of the State Minimum Award Wage of $1023.00 per week from the first pay period to commence on or after 01/07/2026)(see clause S2.6):

Age	*Percentage*	*Per week* *$*
Under 17 years of age	50	511.50
17 years of age	60	613.80
18 years of age	70	716.10
19 years of age	80	818.40
20 years of age	90	920.70

S2.4 Rates prescribed in this Schedule are calculated to the nearest 10 cents per week, any fraction or less than 5 cents to go to the lower multiple and 5 cents or more to go to the higher multiple.

S2.5 The proportion of junior employees shall be one junior to each two adults receiving adult rates of pay.

S2.6 **State Minimum Award Wage**

S2.6.1 Subject to the exceptions provided in clause S2.6.3, as from the first pay period to commence on or after 1 July 2026, a full-time adult employee must be paid no less than the State Minimum Award Wage of $1023.00 per week or $26.92 per hour for work performed in ordinary time. Adult casual employees must be paid no less than $33.65 per hour for work performed in ordinary time.

S2.6.2 The following categories of employees are not entitled to the *Declaration of the Minimum Standard for Remuneration Pursuant to S 69(3) of the Fair Work Act 1994* Adult Wage as prescribed in clause S2.6.1:

(a) Adult trainees undertaking a National Training Wage traineeship, subject to the terms of the traineeship.

(b) Adult employees employed under Supported Wage Provisions in the Award.

SCHEDULE 3 - SUPERANNUATION

OPDATE 24:03:2006 1st pp on or after

S3.1 **Definitions**

S3.1.1 The ***fund*** shall mean:

(a) the Statewide Superannuation Trust (SST), OR

(b) Health Employees Superannuation Trust of Australia (HESTA), OR

(c) an Approved Fund which complies with the *Superannuation Industry (Supervision) Act 1993* as amended from time to time, and any scheme which may be made in succession thereto.

S3.1.2 **Ordinary time earnings** means:

(a) award classification rate;

(b) over-award payment;

(c) shift loading, including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime;

S3.1.3 ***Ordinary time earnings*** does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

S3.2 **Superannuation legislation**

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

S3.3 **Employer contributions**

An employer will make contributions for an employee into the ***fund*** in accordance with the legislative requirements referred to in S3.2. These contributions will be based on the employee's ordinary time earnings.

S3.4 **Voluntary employee contributions**

S3.4.1 Employees who may wish to make contributions to the ***fund*** additional to those being paid by the employer pursuant to clause S3.3 shall be entitled to authorise the employer to pay into the ***fund*** from the employee's wages amounts specified by the employee.

S3.4.2 Upon such authorisation, the employer shall be required to make the deduction and forward it to the ***fund***.

S3.4.3 Employee contributions to the ***fund*** requested under this clause S3.4 shall be subject to the following conditions:

(a) The amount of the contribution shall be expressed in whole dollars.

(b) After the first contribution, the amount of the contribution shall only be adjusted from the first full pay period in July each year.

SCHEDULE 4 - TRAINING WAGE ARRANGEMENTS

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

CLAUSE S4.1 TITLE

This Schedule shall be known as the Health Recreation and Fitness Award Training Wage Arrangements Schedule.

CLAUSE S4.2 ARRANGEMENT

Clause No.	*Title*
S4.1	Title
S4.2	Arrangement
S4.3	Application
S4.4	Period of operation
S4.5	Definitions
S4.6	Training conditions
S4.7	Employment conditions
S4.8	Wages
S4.9	Disputes settling procedures
S4.10	Dispute settlement over traineeship schemes
S4.11	Part-time traineeships
Sect. A	Allocation of traineeships to wage levels
Sect. B	Traineeship schemes excluded from this Award

CLAUSE S4.3 APPLICATION

S4.3.1 This Schedule shall apply to persons:

(a) who are undertaking a ***Traineeship*** (as defined); and

(b) whose employment is, or otherwise would be, covered by the Award.

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

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

S4.3.3 At the conclusion of the ***Traineeship***, this Schedule ceases to apply to the employment of the ***Trainee*** and the Award shall apply to the former ***Trainee***.

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

CLAUSE S4.4 PERIOD OF OPERATION

This Schedule shall operate from the first pay period commencing on or after 1 July 2026.

CLAUSE S4.5 DEFINITIONS

S4.5.1 ***Act*** means the *Training and Skills Development Act 2008* or any successor legislation.

S4.5.2 ***Adult Trainee*** means for the purpose of this Schedule a ***Trainee*** who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.

S4.5.3 ***Approved Training*** means that training which is specified in the ***Training Plan***, which is part of the ***Training Agreement***, which is registered with the ***T&SC***. It includes training undertaken both on and off-the-job in a ***Traineeship*** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National ***Training Package*** or a ***Traineeship Scheme*** and leads to a qualification under the Australian Qualification Framework.

S4.5.4 ***T&SC*** means the Training and Skills Commission under the ***Act***.

S4.5.5 ***Award*** means the Health Recreation and Fitness Award.

S4.5.6 ***Commission*** means the South Australian Employment Tribunal, acting as an industrial relations commission.

S4.5.7 ***Trainee*** is an individual who is a signatory to a ***Training Agreement*** registered with the ***T&SC*** and is involved in paid work and structured training, which may be on or off the job. ***Trainee*** does not include an individual who already has the competencies to which the ***Traineeship*** is directed.

S4.5.8 ***Traineeship*** means a system of training which has been approved by the ***T&SC***, which meets the requirements of a National ***Training Package*** developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National ***Training Package***, and includes full-time ***Traineeships*** and part-time ***Traineeships*** including school-based ***Traineeships***.

S4.5.9 ***Training Agreement*** means a Contract of Training for a ***Traineeship*** made between the employer and a ***Trainee***, which is registered with the ***T&SC***.

S4.5.10 ***Training Package*** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.

S4.5.11 ***Training Plan*** means a programme of training which forms part of a ***Training Agreement*** registered with the ***T&SC***.

S4.5.12 ***Traineeship Scheme*** means an approved ***Traineeship*** applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the ***T&SC***.

S4.5.13 ***Year 10*** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S4.6 TRAINING CONDITIONS

S4.6.1 The ***Trainee*** shall attend an ***Approved Training*** course or ***Training Program*** prescribed in the ***Training Agreement*** or as notified to the trainee by the ***T&SC*** in accredited and relevant ***Training Schemes***.

S4.6.2 Employment as a ***Trainee*** under this Schedule shall not commence until the relevant ***Training Agreement***, made in accordance with a ***Training Scheme***, has been signed by the employer and the ***Trainee*** and lodged for registration with the ***T&SC***, provided that if the ***Training Agreement*** is not in a standard format, employment as a ***Trainee*** shall not commence until the ***Training Agreement*** has been registered with the ***T&SC***. The employer shall ensure that the ***Trainee*** is permitted to attend the training course or program provided for in the ***Training Agreement*** and shall ensure that the **Trainee** receives the appropriate on-the-job training.

S4.6.3 The employer shall provide a level of supervision in accordance with the ***Traineeship Agreement*** during the ***Traineeship*** period.

S4.6.4 The provisions of the ***Act*** dealing with the monitoring by officers of the ***T&SC*** and the use of training records or work books as part of this monitoring process shall apply to ***Traineeships*** under this Schedule.

CLAUSE S4.7 EMPLOYMENT CONDITIONS

S4.7.1 A full-time ***Trainee*** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV ***Traineeships*** which may extend up to two years full-time, provided that a ***Trainee*** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the ***T&SC***, the Employer and the ***Trainee*** may vary the duration of the ***Traineeship*** and the extent of ***Approved Training*** provided that any agreement to vary is in accordance with the relevant ***Traineeship Scheme***. A part-time ***Trainee*** shall be engaged in accordance with the provisions of Clause S4.11 Part-Time Traineeships, of this Schedule.

S4.7.2 Where the ***Trainee*** completes the qualification in the ***Training Agreement*** earlier than the time specified in the ***Training Agreement***, then the ***Traineeship*** may be concluded by mutual agreement.

S4.7.3 Termination of employment of ***Trainees*** is dealt with in the ***Training Agreement***, or the ***Act***. An employer initiating such action shall give written notice to the ***Trainee*** at the time the action is commenced and to the ***T&SC*** in accordance with the ***Act***.

S4.7.4 The ***Trainee*** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the ***Approved Training***.

S4.7.5 Where the employment of a ***Trainee*** by the employer is continued after the completion of the ***Traineeship*** period, such ***Traineeship*** period shall be counted as service for the purposes of the Award or any other legislative entitlements.

S4.7.6 **Trainees working overtime**

S4.7.6.1 Reasonable overtime may be worked by the ***Trainee*** provided that it does not affect the successful completion of the ***Approved Training***.

S4.7.6.2 No ***Trainee*** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.

S4.7.6.3 No ***Trainee*** shall work shiftwork unless the shiftwork makes satisfactory provision for ***Approved Training***. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork ***Trainees***.

S4.7.6.4 The ***Trainee*** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a ***Trainee*** to be paid at a higher rate, or the employer and ***Trainee*** agree in writing that a ***Trainee*** will be paid at a higher rate, in which case the higher rate shall apply.

S4.7.7 All other terms and conditions of the Award that are applicable to the ***Trainee*** or would be applicable to the ***Trainee*** but for this Schedule shall apply unless specifically varied by this Schedule.

S4.7.8 A ***Trainee*** who fails to either complete the ***Traineeship***, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the ***Traineeship***, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

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

CLAUSE S4.8 WAGES

S4.8.1 The weekly wage payable to full-time ***Trainees*** shall be provided in S4.8.4, S4.8.5 and S4.8.6 of this Schedule and in accordance with Clause S4.7 Employment Conditions.

S4.8.2 These wage rates will only apply to ***Trainees*** while they are undertaking an ***Approved Traineeship***, which includes ***Approved Training*** as defined in this Schedule.

S4.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

Wage Level A

Where the ***Accredited Training*** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

	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		

Wage Level B

Where the ***Accredited Training*** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.

	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		

Wage Level C

Where the ***Accredited Training*** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

	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		

School Based Traineeships

	Year of Schooling	
	Year 11	*Year 12*
	$	*$*
School based ***Traineeships*** in Wage Levels A, B and C	461.00	507.00

*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.

S4.8.8 **Wage rates for Certificate IV Traineeships**

S4.8.8.1 ***Trainees*** undertaking an AQF IV ***Traineeship*** shall receive the relevant weekly wage rate for AQF III ***Trainees*** at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S4.8.8.2 An ***Adult Trainee*** who is undertaking a *Traineeship* for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Wage Level	*First year of Traineeship*	*Second year of Traineeship*
	$	*$*
Wage Level A	975.00	1,012.00
Wage Level B	937.00	973.00
Wage Level C	854.00	886.00

S4.8.9 Where a person was employed by the employer under the Award immediately prior to becoming an ***Adult Trainee*** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a ***Trainee***.

S4.8.10 Where a ***Traineeship*** is converted from an AQF II to an AQF III ***Traineeship***, or from an AQF III to an AQF IV ***Traineeship***, the ***Trainee*** shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S4.8.11 Section A sets out the Wage Level of a ***Traineeship***.

S4.8.12 For the purposes of this provision, ***out of school*** shall refer only to periods out of school beyond ***Year 10***, and shall be deemed to:

S4.8.12.1 Include any period of schooling beyond ***Year 10***, which was not part of nor contributed to a completed year of schooling;

S4.8.12.2 Include any period during which a ***Trainee*** repeats in whole or part of a year of schooling beyond ***Year 10***;

S4.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S4.8.12.4 Have effect on an anniversary date being January 1 in each year.

S4.8.13 Despite any other clause in this Schedule, ***Trainees*** may not be employed under this Schedule under the ***Traineeship Schemes*** and in the areas of employment listed in Section B.

CLAUSE S4.9 DISPUTE SETTLING PROCEDURES

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

CLAUSE S4.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S4.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular ***Traineeship Scheme*** despite the allocation of the scheme to a Wage Level by Section A.

S4.10.2 The party shall:

S4.10.2.1 Notify the relevant parties of an intention to dispute the particular ***Traineeship Scheme***, identifying the scheme.

S4.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S4.10.2.3 If agreement cannot be reached the matter may be referred to the ***Commission***.

S4.10.2.4 If agreement is not reached during conciliation then an application may be made to include the ***traineeship*** scheme in Section B.

CLAUSE S4.11 PART-TIME TRAINEESHIPS

S4.11.1 This clause shall apply to ***Trainees*** who undertake a ***Traineeship*** on a part-time basis by working less than full-time hours and by undertaking the ***Approved Training*** at the same or lesser training time than a full-time ***Trainee***.

S4.11.1.1 A part-time ***Trainee*** (other than a school-based ***Trainee***) will be engaged to work for no less than a minimum average of 12 hours per week.

S4.11.1.2 A part-time school-based ***Trainee*** may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the ***Trainee*** remains enrolled in compulsory education.

S4.11.2 **Wages**

S4.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in ***Approved Training***. These rates are derived from a 38 hour week.

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

	Highest year of schooling completed		
Wage Level A			
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	15.16	16.68	19.93
Plus 1 year ***out of school***	16.68	19.93	23.09
Plus 2 years ***out of school***	19.93	23.09	26.97
Plus 3 years ***out of school***	23.09	26.97	30.89
Plus 4 years ***out of school***	26.97	30.89	
Plus 5 or more years	30.89		
Wage Level B			
	Year 10	Year 11	Year 12
	$	$	$
School Leaver	15.16	16.68	19.28
Plus 1 year ***out of school***	16.68	19.28	22.27
Plus 2 years ***out of school***	19.28	22.27	26.02
Plus 3 years ***out of school***	22.27	26.02	29.70
Plus 4 years ***out of school***	26.02	29.70	
Plus 5 or more years	29.70		
Wage Level C			
	Year 10	Year 11	Year 12
	$	$	$
School Leaver	15.16	16.68	19.28
Plus 1 year ***out of school***	16.68	19.28	21.71
Plus 2 years ***out of school***	19.28	21.71	24.38
Plus 3 years ***out of school***	21.71	24.38	27.07
Plus 4 years ***out of school***	24.38	27.07	
Plus 5 or more years	27.07		

Table 2: School based Traineeships ($ per hour)

	Year of schooling	
	Year 11	*Year 12*
	$	*$*
Wage Levels A, B and C	15.16	16.68
20% loading [S4.11.6.2]	18.19	20.02

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

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

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

Wage Level	*First year of traineeship*	*Second year of traineeship*
	$	*$*
Wage Level A	32.07	33.29
Wage Level B	30.82	31.99
Wage Level C	28.09	29.16

S4.11.3 The hours for which payment shall be made are determined as follows:

S4.11.3.1 Where the ***Approved Training*** for a ***Traineeship*** (including a school based ***Traineeship***) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time ***Trainee*** on-the-job.

S4.11.3.2 Where the ***Approved Training*** is undertaken solely on-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (i.e. the same as for the equivalent full-time ***Traineeship***), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S4.11.3.3 Where the ***Approved Training*** is partly on-the-job and partly off-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (ie the same as for the equivalent full-time ***Traineeship***), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S4.8, 20 per cent is the average proportion of time spent in ***Approved Training***, which has been taken into account in setting the wage rates for most full-time ***Traineeships***.

S4.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time adult ***trainee*** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a ***trainee***.

S4.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S4.11.4 **General formula**

S4.11.4.1 For ***Traineeships*** not covered by S4.11.2.1, the following formula for calculation of wage rates shall apply:

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

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

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

(a) ***Full-time wage rate*** means the appropriate rate as set out in S4.8.4, S4.8.5, S4.8.6 and S4.8.7 of this Schedule.

(b) ***Trainee hours*** shall be the hours worked per week including the time spent in ***Approved Training***.

(c) ***Average weekly training time*** is based upon the length of the ***Traineeship*** specified in the ***Traineeship Agreement*** or ***Training Agreement*** as follows:

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

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

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

S4.11.5 **Example of the calculation for the wage rate for a part-time traineeship**

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

Average weekly training time is therefore 7.6 x 12/24 = 3.8 hours.

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

So the wage rate in year 11 is:

$$\$\frac{\text{~~435.00~~}\ 461.00 \times 15.3}{30.4} = \$\text{~~160.26~~}169.84$$ (plus any applicable penalty rates under the Award)

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

S4.11.6 **Employment conditions for all part-time trainees**

S4.11.6.1 A part-time ***Trainee*** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time ***Trainee***. All the provisions of the Award shall apply to part-time ***Trainees*** except as specified in this Schedule.

S4.11.6.2 However, a ***Trainee*** undertaking a school based ***Traineeship*** may, with the agreement of the ***Trainee***, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a ***Trainee*** is called upon to work on a public holiday the provisions of the Award shall apply.

S4.11.6.3 A part-time ***Trainee*** may, by agreement, transfer from a part-time to a full-time ***Traineeship*** position should one become available.

S4.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time ***Trainees***.

SECTION A

Allocation of Traineeships to Wage Levels

New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

Training package	*Certificate level*
Administration	I
	II
	III
Assessment and Workplace Training	III
Community Services	II
	III

Wage Level B

Training package	*Certificate level*
National Community Recreation Industry	II
	III
National Fitness Industry	II
	III
National Outdoor Recreation Industry	II
	III

SECTION B

Traineeship schemes excluded from this Award

Nil

APPLICATIONS FILED

Case No	*Description of Document*
06879/2000	AWARD VARIATION Award Varied. Sch. 3 Training Wage Arrangements re SWC 2000. Opdate 20/03/2001.
04111/2001	AWARD VARIATION Award varied. Sch. 1 Wages re SWC June 2001. Opdates ppc 14/07/2001 & 01/08/2001.
00500/2002	AWARD VARIATION Award varied. Sch. 3 Training Wage Arrangements re SWC June 2001. Opdate ppc 20/3/2002.
04301/2002	AWARD VARIATION Award varied. Sch. 1 Classification & Wages re SWC 2002. Opdate ppc 22/07/2002.
00424/2003	AWARD VARIATION Award varied. Sch. 3 Training Wage Arrangements re SWC 2002. Opdate ppc 06/02/2003.
03498/2003	AWARD VARIATION Award varied. Sch. 1 Classification & Wages re SWC 2003. Opdate ppc 22/07/2003.
09042/2003	AWARD VARIATION Award varied. Sch. 3 Training Wage Arrangements re SWC 2003. Opdate ppc 06/02/2004.
03577/2004	AWARD REVIEW S99 New Award issued. Opdate ppc 24/03/2006.
04272/2004	AWARD VARIATION Award varied. Sch. 1 Classification & Wages re SWC 2004. Opdate ppc 22/07/2004.
00216/2005	AWARD VARIATION Award varied. Sch. 3 Training Wage Arrangements re SWC 2004. Opdate ppc 06/02/2005.
02295/2005	AWARD VARIATION Award varied. Sch. 1 Classification & Wages re SWC 2005. Opdate ppc 22/07/2005. Sch. 3 Training Wage Arrangements opdate ppc 06/02/2006.
03492/2005	AWARD VARIATION Award varied. Cl. 24 Redundancy. Opdate 01/07/2005.
07039/2005	AWARD VARIATION Award varied. Cl. 12 Meal Allowance. Opdate ppc 24/11/2005.
00649/2006	AWARD VARIATION Award varied. Cl. 5 Hours, Cl. 13 Annual Leave, Cl. 17 Personal Leave - Injury & Sickness, Cl. 21 Parental Leave, Cl. 27 Bereavement Leave, New Cl. 34 Personal Leave to Care for a Family Member. Opdate 21/02/2006.
03045/2006	AWARD VARIATION Award varied. Sch 2 Wages and Allowances re Remuneration Minimum Standard. Opdate 17/04/2006.

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03955/2006	AWARD VARIATION Award varied. Cl. 6.3 Meal Allowance. Opdate ppc 22/07/2006.
04696/2006	AWARD VARIATION Award varied. New Cl. 5.2 Safety Net Adjustments, New Cl. 5.3 Economic Incapacity Applications, Sch.2 Wages & Allowances (opdate ppc 22/07/2006); Sch.4 Training Wage Arrangements (opdate ppc 06/02/2007) re General Application to Review Award Wages 2006.
01466/2007	AWARD VARIATION Award varied. Sch. 2 Wages & Allowances re Minimum Standard for Remuneration. Opdate ppc 02/03/2007.
04129/2007	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2007. Opdates ppc 22/07/2007, 01/10/2007 & 01/01/2008.
00053/2008	AWARD REVIEW S99 Award varied. Sch. 2 Wages & Allowances re insertion of State Minimum Award Wage. Opdate 02/04/2008.
00588/2008	AWARD VARIATION Award varied. Cl. 6.3 Meal Allowance re expense related allowances. Opdate ppc 01/04/2008.
05776/2008	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2008. Opdate ppc 01/10/2008.
06318/2008	AWARD VARIATION Award varied. Sch. 4 Training Wage Arrangements. Opdate ppc 10/11/2008.
04816/2009	AWARD VARIATION Award varied. Cl. 6.3 Meal Allowance. Opdate ppc 29/07/2009.
05600/2009	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2009. Opdate ppc 01/10/2009.
04621/2010	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2010. Opdate ppc 01/10/2010.
05260/2010	AWARD REVIEW S99 Award varied. Cl. 1.3 Scope & Persons Bound and Cl. 1.6 Definitions. Opdate 04/05/2011.
04300/2011	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2011. Opdate ppc 01/10/2011.
05883/2011	AWARD VARIATION Award varied. Cl. 4.5 Casual Employees, Sch. 2 Wages & Allowances re Casual Loading Case. Opdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
02652/2012	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2012. Opdate ppc 01/07/2012.

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3002/2013	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2013. Opdate ppc 01/07/2013.
4226/2014	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2014. Opdate ppc 01/07/2014.
3707/2016	AWARD VARIATION Award varied. Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re MSR 2015 & 2016. Opdates ppc 01/07/2015 & 01/07/2016.
3365/2017	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2017. Opdate ppc 01/07/2017.
4407/2018	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2018. Opdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2019. Opdate ppc 01/07/2019.
00503/2019	S99 – REVIEW OF AWARDS Various clauses varied. New Cl 7.7 Leave to deal with family and domestic violence. Whole award re-issued. Opdate 06/11/2019.
ET-21-00552	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Sch. 2 Wages and Allowances (cl. S2.2 Supervisory allowance for support staff) re SWC 2020 (allowances). Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2021. Opdate ppc 01/07/2021.
ET-23-00803	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2022. Opdate ppc 01/07/2022.
ET-23-05990	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2023. Opdate ppc 01/07/2023.
ET-24-05140	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2024. Opdate ppc 01/07/2024.

Case No	*Description of Document*
ET-25-02729	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2025. Opdate ppc 01/07/2025.
ET-26-04300	AWARD VARIATION Award varied. Cl 5.2 Safety Net Adjustments, Cl 5.3 Economic Incapacity Applications, Sch. 2 Wages and Allowances, Sch. 4 Training Wage Arrangements re SWC 2026. Opdate ppc 01/07/2026.