SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE 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

OPDATE 29:04:97 on and from

Clause 1.1 Title

OPDATE 29:04:97 on and from

The title of this Award is the South Australian Government Civil Construction and Maintenance Award.

Clause 1.2 Arrangement

OPDATE 16:02:2018 on and from

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Clause 1.3 Scope and Persons Bound

OPDATE 29:01:2026 on and from
1.3.1 This Award is binding upon:

- The Australian Workers Union (SA Branch), its officers and members;

- United Workers Union , its officers and members;

The body or person who is the employer of public employees for the purpose of section 4A of the *Fair Work Act 1994* and all employees of the body or person who is the employer of public employees for the purpose of section 4A of the *Fair Work Act 1994* whether as members of an Association or not, who are classified as Government Civil Construction and Maintenance Employees and whose occupational callings are in connection with the construction, alteration, repair and maintenance of:

(a) Roads and Freeways

including but not limited to causeways, bridges, ferries, overpasses, tunnels, drains, conduits, culverts, car parks, driveways and all concrete work and preparation incidental thereto and all associated work and all kinds of general labour associated with such work.

(b) Water and Sewerage Works

including but not limited to treatment facilities, pipelines, tunnels, irrigation systems, drains, conduits, culverts, underpasses, overpasses and all incidental concrete work and preparation incidental to it and all associated work and all kinds of general labour associated with such work.

(c) Civil Engineering Works

including but not limited to dams, weirs, locks, tunnels, wharves, jetties, breakwaters, piers, dredging projects and all concrete work and preparation incidental to it and all associated work and all kinds of general labour associated with such work.

(d) Land Management Works

including but not limited to land clearing, overburden removal, earth works, preparation, conservation, vermin and weed control, setting of works and quarrying in or in connection with works referred to in this subclause and all associated work and all kinds of labour associated with such work, except in the Department of Primary Industries and Regions; Department for Education; TAFE SA; and South Australia Police.

(e) Forestry Operations

but not including those operations connected with the felling, removal and haulage of timber for processing.

(f) Environmental Operations

maintenance and care of parks, reserves, fauna, flora and gardens, except in the Botanic Gardens and the Department of Primary Industries and Regions; Department for Education; South Australia Police; Department of Human Services; TAFE SA; and Courts Administration Authority.

(g) Mining Operations

geological and mining activities including drilling operations.

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

Clause 1.4 Locality

OPDATE 29:04:97 on and from
This award applies throughout the State of South Australia.

Clause 1.5 Duration

OPDATE 29:04:97 on and from
This award came into operation on and from 29 April 1997 and continues in force until amended, rescinded or replaced.

Clause 1.6 Classification of Employees

OPDATE 29:04:97 on and from
1.6.1 The employer will classify employees within the Government Civil Construction and Maintenance Employees structure having regard to the work level definitions prescribed below and the typical tasks described in the Activities Schedules.

1.6.2 An employer may require an employee, as part of the normal duties of the employee's position, to carry out any tasks of the same or a lower classification level from any number of occupational groupings if -

1.6.2.1 the tasks are within the limits of the employee's skill, competence and training and are not designed to promote deskilling;

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

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

1.6.3 Where an employee is required to perform a task or tasks on an as required basis from any occupational grouping and that task or tasks has/have a higher work value than the employee's existing work level, the employee is to be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.1.10 of this Award.

Clause 1.7 Work Level Definitions

OPDATE 01:10:2019 on and from
1.7.1 Training Level

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

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

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

Information will be provided about work health and safety procedures and practices, and equal employment opportunity practice.

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

1.7.2 Jobskill Trainee

Jobskill Trainees are engaged as full time employees for a six month period under the arrangements prescribed by the Commonwealth Government's "Jobskills" programme.

Employees engaged as Jobskill Trainees undertake an approved six months training programme during which time they receive practical "on the job" instruction together with formal, "off the job" theoretical instruction.

During the training period, Jobskill trainees gain vocationally relevant work experience by undertaking tasks and functions ascribed to the classification of Construction and Maintenance Worker Level 1 under the direct supervision of staff qualified to provide this on the job training.

Approximately 15 percent of the participants' time is spent on identified on the job training during the period of placement

Initially, Jobskills Trainees will be appointed to work and train in the Department of Environment and Water on the "Green" Jobskills project. However, further Jobskills trainees may subsequently be engaged in other departments following agreement between the parties bound by this Award.

The Conditions applying to the Jobskills Programme in the South Australian Public Sector are prescribed in the attached Schedule 4.

1.7.3 Construction and Maintenance Worker Level 1.

Employees at this level will be required to perform a broad range of routine tasks.

Work at this level is characterised by the following:

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

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

Tasks typical of Level 1 as agreed between the parties are described in the Activity Schedule.

1.7.4 Construction and Maintenance Worker Level 2

Employees at this level will be required to perform either:

A range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 1:

Work at this level is characterised by the following:

- the application of specific and prescribed training and experience,
- may require the operation of machinery, equipment and/or facilities, requiring the exercise of skills and knowledge beyond that of an employee at Level 1, performed under general direction,
- require the exercise of limited judgement in the execution of their own work
- instruction given is by way of general verbal, written or diagrammatic direction,

- provide assistance and co-operation to other employees, tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time be required to perform work of a lower level

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

Tasks typical of Level 2 as agreed between the parties are described in the Activity Schedule.

1.7.5 Construction and Maintenance Worker Level 3

Employees at this level will be required to perform either:

* A range of higher level operation tasks above and beyond the skill and knowledge of an employee at Level 2:

Work at this level is characterised by the following:

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

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

Tasks typical of Level 3 as agreed between the parties are described in the Activity Schedule.

OR

* Activities associated with Level 2 and the following:

- allocate, and determine work priorities

  (This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken).
- inspect and ensure the quality of work undertaken by employees,
- advise group members of the most appropriate procedures and safe work practices of to ensure employee and public safety at the worksite or location,
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,

- exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

1.7.6 Construction and Maintenance Worker Level 4

Employees at this level will be required to perform either:

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

Work at this level is characterised by the following:

- tasks performed require skill specialization and/or extensive training,
- may require the set up, program and operation of machinery, equipment and/or facilities,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

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

Tasks typical of Level 4 as agreed between the parties are described in the Activity Schedule.

OR

* Activities associated with Level 3 and the following:

- allocate, and determine work priorities.

  (This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken).
- inspect and ensure the quality of work undertaken by employees,
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- assist in the on-the-job training of employees,

- perform associated duties as directed.

1.7.7 Construction and Maintenance Worker Level 5

Employees at this level will be required to either:

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

Work at this level is characterised by the following:

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

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

Tasks typical of Level 5 as agreed between the parties are described in the Activity Schedule.

OR

Activities associated with Level 4 and the following:

- allocate, and determine work priorities.

  (This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken.)
- inspect and ensure the quality of work undertaken by employees,
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

1.7.8 Construction and Maintenance Worker Level 6

Employees at this level will be required to either:

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

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the set up, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- may from time to time perform work of a lower level.

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

Tasks typical of Level 6 as agreed between the parties are described in the Activity Schedule.

OR

Activities associated with Level 5 and the following:

- allocate, and determine work priorities.

  (This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken).
- inspect and ensure the quality of work undertaken by employees,
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location,
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- prepare and maintain records and incident reports,
- provide an overall on the job leadership role,
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- assist in the on-the-job training of employees,
- perform associated duties as directed.

1.7.9 Construction and Maintenance Worker Level 7

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

Work at this level is characterised by the following:

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

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

Tasks typical of Level 7 as agreed between the parties, are described in the Activity Schedule.

Clause 1.8 Definitions

OPDATE 29:01:2026 on and from
In this Award except where otherwise indicated:

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

1.8.2 ***Spouse*** includes a de facto spouse or domestic partner but, except in relation to parental leave, does not include a spouse from whom the employee is legally separated.

1.8.3 ***Tribunal*** means the South Australian Employment Tribunal.

PART 2 - RATES OF PAY

OPDATE 29:04:97 on and from

Clause 2.1 Rates of Pay

OPDATE 29:04:97 on and from

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

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

Clause 2.2 Payment of Wages

OPDATE 29:04:97 on and from

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

Clause 2.3 Junior Employees

OPDATE 01:07:2026 on and from

2.3.1 Unless the provisions of subclauses 2.3.2 or 2.3.3 apply, the rates to be paid to junior employees are determined by applying the following percentages to the rate of pay for the level of work upon which they are employed.

	%	Minimum Remuneration As from 1st pp on or after 01/07/2026 (see Schedule 1) Per week $
16 years and under	45	511.50
17 years	55	613.80
18 years	65	716.10
19 years	80	
20 years	90	

However, employees 18 years of age or older, other than cooks employed in the Department for Education, the South Australia Police and TAFE SA, who are performing all of the duties usually performed by adult employees, must be paid the appropriate adult rate.

2.3.2 The rates to be paid to junior employees engaged by TAFE SA on the Pre-Vocational Horse Industries Course are determined by applying the following percentages to the rate of pay for the level of work upon which they are employed.

	%
15 years	50
16 years	55
17 years	60
18 years	70
19 years	80
20 years	95

2.3.3 The rates to be paid to junior employees engaged by the Department of Primary Industries and Regions or the South Australian Research and Development Institute or Horticulture and Viticulture Research Centres are determined by applying the following percentages to the rate of pay for the level of work upon which they are employed.

	%	Minimum Remuneration As from 1st pp on or after 01/07/2026 (see Schedule 1) Per week $
15 years of age	45	511.50
16 years of age	50	
17 years of age	60	
18 years of age	65	
19 years of age	75	
20 years of age	90	

2.3.4 The rates of pay calculated in accordance with the provisions of this Clause are to be rounded off to the nearest 5 cents per week.

Clause 2.4 Apprentice Rates

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

The rates to be paid to apprentices in the calling of Conservation and Land Management are determined by applying the following percentages to the rate of pay attaching to the 1st step in the pay scale for a Construction and Maintenance Worker Level 5.

	%
1st six months	42
2nd six months	55
2nd year	75
Final Period	88

Provided that as from 1st pp on or after 01/07/2026 an adult apprentice must receive at least $1023.00 (see Schedule 1).

Clause 2.5 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.

Clause 2.6 Economic Incapacity Applications

OPDATE 01:07:2026 on and from

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *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 3 - TERMS OF ENGAGEMENT

OPDATE 29:04:97 on and from

Clause 3.1 Contract of Employment

OPDATE 01:10:2019 on and from

3.1.1 Weekly Employment

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

3.1.2 Permanent Part-Time Employment

3.1.2.1 A permanent part-time employee is:

(i) An employee who is engaged by the week to work on a part-time basis for a constant number of hours less than thirty-eight (38) per week, or

(ii) an employee who is required to work for less than 38 hours per week for at least 41 weeks per calendar year, provided that the hours to be worked are regular, or

(iii) an employee who is normally required to work 38 hours per week for a total period of 41 weeks per calendar year.

3.1.2.2 A permanent part-time employee is paid one thirty-eighth (1/38) of the weekly rate prescribed by this Award for each hour worked.

3.1.2.3 A part-time employee receives pro-rata entitlements to sick leave, annual leave, bereavement leave and public holidays.

3.1.2.4 Additional Hours

3.1.2.4(a) An employee engaged and paid in accordance with this clause who has for a period of at least ***12 continuous months*** been regularly working additional hours at the request of the employer, and who has a reasonable expectation that the need to work such additional hours will be ongoing, is entitled to apply, in writing, to have the additional hours added to the employee's substantive hours. For the purpose of this clause 3.1.2.4, ***12 continuous months*** means the 12 continuous months immediately preceding the date the written application for the additional hours is received by the employer.

3.1.2.4(b) The employer of an employee who is entitled to make the application described in subclause 3.1.2.4(a) must notify the employee in writing of the provisions of subclause 3.1.2.4(a) within 4 weeks of the employee completing the 12 month qualifying period.

3.1.2.4(c) Any employee who is entitled to make the application described in subclause 3.1.2.4(a) and who does not make such application within 4 weeks of receiving the written notice in subclause 3.1.2.4(b) will be deemed to have declined to have the additional hours added to the employee's substantive hours.

3.1.2.4(d) Upon receiving a written application from an employee pursuant to subclause 3.1.2.4(a) the employer must, within 4 weeks of receiving such notice, indicate in writing whether an increase in the employee's substantive hours of work is, or is not, agreed to. Where an increase is not agreed to, the employer must provide written reasons for same.

3.1.2.4(e) Where an employee's application is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in Clause 7.2.

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

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

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

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

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

3.1.2.4(i) An employee may seek to have any dispute as to the appropriate number of additional hours to be offered as substantive hours resolved through the Grievance and Dispute Settling Procedure set out in Clause 7.2.

3.1.2.4(j) Where additional hours are granted to an employee, the employee's pro rata leave entitlements must be adjusted accordingly, taking into account the number of completed months at the higher number of hours in the service year within which the additional hours are formally granted by the employer.

3.1.3 Casual Employment

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

3.1.3.2 A casual employee is paid for each hour worked one thirty-eighth of the weekly rate prescribed by this Award for the work performed and a twenty five (25) per cent casual loading is also applied to the actual hours worked to compensate for the lack of sick and annual leave entitlements and payment for public holidays not worked.

3.1.3.3 Any casual employee engaged and paid in accordance with this clause:

(i) who has been employed by an employer during a period of at least 12 months, either on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment;

(ii) whose employment is consistent with part-time employment (as defined) or full-time employment; and

(iii) who has a reasonable expectation of ongoing employment, is eligible to elect in writing, to convert to permanent part-time or full-time (as appropriate) employment.

3.1.3.4 The employer of an eligible employee must notify the employee in writing of the provisions of subclause 3.1.3.3 within 4 weeks of the employee completing the 12 month qualifying period.

3.1.3.5 Any eligible employee who does not make an election as provided in subclause 3.1.3.4 within 4 weeks of receiving the written notice in subclause 3.1.3.4 will be deemed to have agreed to remain a casual employee.

3.1.3.6 Any eligible employee who remains a casual employee pursuant to subclause 3.1.3.5 may, provided that the employee also remains an eligible casual employee pursuant to the provisions of subclause 3.1.3.3, subsequently elect to convert to permanent employment status by giving the employer notice in writing of such an election. In this instance, the 12 month qualifying period referred to in subclause 3.1.3.3, will be the 12 months immediately preceding the date that written notice is given.

3.1.3.7 Upon receiving written notice from an employee pursuant to subclause 3.1.3.3 or 3.1.3.6, the employer must, within 4 weeks of receiving such notice, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.

3.1.3.8 Where an employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in Clause 7.2.

3.1.3.9 Where an eligible employee has transferred to permanent employment pursuant to the provisions of this clause, the employee may only revert to casual employment with the written agreement of the employer.

3.1.3.10 Service for the purpose of leave entitlements (other than long service leave) will be calculated from the date of commencement of permanent part-time or full-time employment.

3.1.3.11 Where an eligible employee elects to convert to permanent employment status and the employer agrees such conversion:

(i) the normal hours of duty that will apply under the new contract of employment will be the average of the hours the employee has worked during the preceding 12 month qualifying period specified in subclause 3.1.3.3 or 3.1.3.6 (as appropriate), or as otherwise agreed between the employer and the employee. Where the work is subject to seasonal fluctuations, the hours of duty may be configured in a manner designed to most appropriately meet the fluctuating demand. In determining the most appropriate working arrangements including configuration of hours, the employer must have regard to:

- operational requirements;
- the employee's patterns of employment during the 12 month qualifying period;
- the employee's personal circumstances.

(ii) hours worked in respect of a special event/s or other "one-off" project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and individual funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only, will not be included in calculating the preceding 12 months average hours.

3.1.4 Temporary Employment

3.1.4.1 A temporary employee is one engaged to work for a constant number of hours per week on a part-time or full-time basis for a fixed term of at least one month's duration.

3.1.4.2 This type of employment must be supported by a written contract of employment which clearly specifies the commencing and finishing dates of the period of employment.

3.1.4.3 A temporary fixed term contract of employment cannot be extended. Where an employer wishes to retain the services of an employee beyond the expiry date of a fixed term contract, the employer may offer the employee a new fixed term contract for the period the employee is required. Any such new contract must also specify the commencing and finishing dates of the period of employment.

3.1.4.4 Any temporary employee who has been engaged on one or more separate contracts of employment by an employer (which may include periods of employment on a casual basis), such as the employee has been continuously employed without a break (other than for approved paid or unpaid leave services) for at least 12 months, and who has a reasonable expectation of ongoing employment, is eligible to elect, in writing, to convert to permanent part-time or full-time (as appropriate) employment.

3.1.4.5 The employer of an eligible employee must notify the employee in writing of the provisions of 3.1.4.4 prior to the expiration of the employee's current contract.

3.1.4.6 Any eligible employee who does not make an election as provided for in the subclause 3.1.4.4 within 4 weeks of receiving the written notice in 3.1.4.5 or before the employee's current contract ceases, whichever is the earlier, will cease to be an employee at the expiration of that current contract.

3.1.4.7 Upon receiving written notice of election from an eligible employee pursuant to subclause 3.1.4.4, the employer must, within 4 weeks of receiving such notice or prior to the expiration of the employee's current contract, whichever is the earlier, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.

3.1.4.8 Where an employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in Clause 7.2.

3.1.4.9 Where an eligible employee's election to convert to permanent status is agreed to:

(a) the hours of duty that will apply under the new, permanent contract of employment will be the average of the ordinary hours worked by the employee during the 12 month qualifying period specified in subclause 3.1.4.4 or as otherwise agreed between the employer and the employee;

(b) hours worked in respect of a special event/s or other "one-off" project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and individual funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only, will not be included in calculating the preceding 12 months average hours even if such special event/s or project/s extends beyond 12 months;

(c) appropriate working arrangements, including the configuration of the hours of duty, will be determined by the employer having regard to the employee's patterns of employment during the 12 month qualifying period and operational requirements.

3.1.5 Absence from Duty

An employee who is absent from duty is not entitled to payment in respect of time of such absence unless the employee is eligible for and is granted paid leave to cover the absence by the employer.

3.1.6 Close Down

Where a Department/Agency or a section of a Department/Agency is closed down for the purposes of allowing annual leave to all or the bulk of the employees concerned, the Department/Agency may stand off for the duration of the close down all employees of the Department/Agency or section of the Department/Agency and allow a full period of leave to employees qualified for such a period of leave and to those who are not so qualified, paid leave on a proportionate basis based on the completed months of the employee's continuous service.

3.1.7 Abandonment of Employment

3.1.7.1 Where an employee has been absent without leave for more than two weeks, the Department/Agency may communicate, in writing, with the employee informing the person concerned that unless he/she reports for duty or furnishes a satisfactory reason for his/her absence and the estimated duration of it within a specified time (not more than two weeks from the date of the written communication) he/she will be regarded as having terminated his/her employment on the date that he/she last attended (i.e. without notice).

3.1.7.2 If the employee neither reports for duty nor sends in a satisfactory reply within the specified time, he/she must be informed in writing that he/she is regarded as having terminated his/her service on the date he/she last attended for duty (i.e. without notice).

3.1.7.3 In these circumstances, any monies held on behalf of the employee will, to the extent of a week's wage, be forfeited in lieu of notice.

3.1.8 Direction of Employees

3.1.8.1 An employer may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training on condition that such duties are not designed to promote deskilling.

3.1.8.2 An employer may direct an employee to carry out duties and use tools and equipment as may be required if the employee has been properly trained in the use of such tools and equipment.

3.1.8.3 Any direction issued by an employer in accordance with 3.1.8.1 and 3.1.8.2 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

3.1.9 Mixed Functions

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

3.1.10 Higher Duties

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

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

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

3.1.10.4 Upon completion of the agreed period of time the employee will revert to the employee's previous classification level.

Clause 3.2 Termination of Employment

OPDATE 29:04:97 on and from
3.2.1 Notice of Termination by Employer

3.2.1.1 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

3.2.1.2 In addition to the notice in 3.2.1.1, employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

3.2.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 3.2.1.1 and/or 3.2.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

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

3.2.1.5 The period of notice in this Clause does not apply in the case of:

(i) dismissal for conduct that at common law justifies instant dismissal;

(ii) casual employees;

(iii) employees engaged for a specific period of time; or

(iv) employees engaged for a specific task or tasks.

3.2.2 Time Off During Notice Period

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

3.2.3 Statement of Employment

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

3.2.4 Payment in Lieu

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

3.2.5 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

Clause 3.3 Continuous Service

OPDATE 21:02:2006 on and from
3.3.1 **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 or the Fair Work Act.

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

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

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

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

3.3.2 **Calculation of period of service**

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

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

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

PART 4 - HOURS OF WORK

OPDATE 29:04:97 on and from

Clause 4.1 Hours of Work - Day Workers

OPDATE 29:04:97 on and from

4.1.1 The ordinary hours of work are an average of 38 per week worked on one of the following bases:

- 38 hours within a work cycle not exceeding seven consecutive days; or
- 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- 152 hours within a work cycle not exceeding twenty-eight consecutive days.

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

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

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

4.1.3 Other than as provided for in 4.1.6, the ordinary hours of work prescribed herein must be worked continuously, except for meal breaks, between 6.00 am. and 6.00 pm at the discretion of the employer. However, the spread of ordinary hours may be altered by agreement between an employer and the majority of employees in the section(s) of the Department/Agency concerned.

4.1.4 The ordinary hours of work will generally not exceed 10 on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees in the section(s) of the Department/Agency concerned.

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

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

4.1.5.2 proper health monitoring procedures being introduced;

4.1.5.3 suitable roster arrangements being made; and

4.1.5.4 proper supervision being provided.

4.1.6 The ordinary working hours will be determined as follows:

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

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

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

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

4.1.7 Where an employee's ordinary hours of work on any day are not worked continuously, excluding meal breaks of 60 minutes or less, such employee will be paid an additional 10 per cent of the employee’s ordinary rate of pay for all time worked. In addition, payment for any time actually worked outside of the span of hours prescribed in 4.1.3 will be in

accordance with Clause 6.2 - Overtime, subclause 6.2.2.1. This provision does not apply when an employee asks to work non continuously.

Clause 4.2 Meal Breaks

OPDATE 29:04:97 on and from
4.2.1 An employee, other than:

- a shift worker on continuous work, an employee engaged on continuous concrete pours,
- an employee engaged on work for the coastal Protection Board,
- an employee engaged in bitumen finishing or at hot mix plants, or
- an employee engaged as a traffic checker

is entitled to a break for a meal without pay after five hours have elapsed from the recognised starting time.

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

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

4.2.4 The additional payment prescribed in 4.2.3 is not payable if:

4.2.4.1 the meal break is not taken due to a request made by or on behalf of the employee;

4.2.4.2 where, because of unforeseen circumstances, employees are engaged in ferry operations, bush fire fighting, fuel reduction burning or search and rescue and are unable to take a meal break. In such case, payment of an additional thirty minutes at ordinary rates will be made.

Clause 4.3 Public Holidays - Payment for

OPDATE 29:01:2026 on and from
4.3.1 Employees are to be paid at their ordinary rate of pay for any of the following Public Holidays which occur during their employment:-

New Year's Day
Adelaide Cup Day
Australia Day
Sovereign's Birthday
Good Friday
Labor Day
The day after Good Friday
Christmas Day, and Proclamation Day
Easter Monday
Anzac Day

and/or any other day which by Act of Parliament or proclamation is created a public holiday throughout the State of South Australia, or which may be substituted for any of such holidays. However, where an employee is absent from employment on any part of the day before or any part of the day after a public holiday without reasonable cause or without the prior consent of the employer, the employee is not entitled to payment for such holiday.

4.3.2 For the purpose of subclause 4.3.1, the following payments, where applicable, are to be included in determining the amount so payable for public holidays:

4.3.2.1 Award rate of pay for appropriate classification.

4.3.2.2 Certain award allowances, eg. leading hand, industry allowances (where paid for all purposes), first-aid allowance.

4.3.2.3 A shift worker whose rostered day off falls on a public holiday, that day being a Monday to Friday inclusive, will receive an extra day's pay in respect of such day.

4.3.2.4 Other than a casual employee, an employee who is not required to work on a Public Holiday will be paid for the time the employee would have normally worked on such day.

4.3.2.5 Where an employee works on any public holiday for the whole of his/her usual daily working hours the employee must be paid:

(i) In the case of an employee who is required to work on active duty for seven days a week - at the rate of time and a half and allowed an additional day's annual leave or pro rata leave as the case may be. However, where an employee has already worked in excess of seven public holidays in a year, the employee must be paid at the rate of double time and a half for each subsequent public holiday worked.

(ii) In the case of other employees - at the rate of double time and a half, or alternatively, where the employees so request, a day in lieu may be granted at the convenience of the employer together with payment at the rate of time and a half.

Clause 4.4 Public Holidays Occurring During Annual Leave

OPDATE 29:04:97 on and from

4.4.1 Where a paid public holiday falls on a normal working day, i.e. any Monday to Friday, during a period when an employee is on annual leave, the period of leave is to be extended accordingly. The public holiday will not be regarded as annual leave and accordingly, the penalty must not be included in the annual leave loading calculation. However, any weekend or shift penalty payable to a shift worker had he/she worked on the "extending" day and not been on leave, will be included in the annual leave loading calculation.

4.4.2 Where a public holiday does not fall on a normal working day, i.e. any Monday to Friday, during a period when an employee is on annual leave, the period of leave must not be extended. However, if a shift worker would have worked on that day had he/she not been on leave, then the appropriate public holiday penalty must be included in the annual leave loading calculation in accordance with Clause 5.4.2.

Clause 4.5 Public Holidays Occurring during Absence on Workers Compensation

OPDATE 29:04:97 on and from

An employee who is entitled to public holidays without loss of pay and who meets with an accident which entitles him/her to workers' compensation will be granted a full day's pay for public holidays occurring during the employee's absence on account of injury.

Clause 4.6 Public Holidays Falling on a Programmed Day Off

OPDATE 29:04:97 on and from

Where a public holiday falls on a day that would otherwise have been an employee's programmed day off, then that employee will be given an alternative programmed day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

Clause 4.7 Travelling Time

OPDATE 29:04:97 on and from

4.7.1 An employee, who is required by the employer to travel on official duties outside the employee's normal working hours and is away from his/her normal headquarters, must be granted time off in lieu of time spent in such travel.

4.7.2 The travel undertaken must be at the direction of the employer or his/her nominee.

4.7.3 Where travel is undertaken on a normal working day and is from the home to some other headquarters for that day or is from some other headquarters to home, travelling time shall be credited only for the actual time spent in travelling within a period:

4.7.3.1 commencing one hour after the time an employee normally ceases duty on that day and extending for a maximum period of six hours;

4.7.3.2 commencing from the time an employee leaves his/her home to travel to work and ending one hour before the time he/she normally commences duty on that day.

4.7.4 For travel other than a normal working day the maximum period which shall be eight hours in any one such day.

4.7.5 Time off in lieu shall not be granted for period of thirty minutes or less.

4.7.6 Time off in lieu must be taken before the end of the second month after the month in which the travel was undertaken.

4.7.7 For the purposes of this Clause:

4.7.7.1 “Home” means the place where the employees stayed the night.

4.7.7.2 travelling time does not include -

(i) Time spent travelling from an employee's home to the employee’s normal headquarters or from those headquarters to home.

(ii) Time spent in travelling by train between 10.30 pm. and 7.30 am. when sleeping accommodation is provided on the train.

(iii) Time spent travelling by ship when meals and accommodation are provided.

(iv) Time spent in travel resulting from the reassignment or transfer of an employee to a new location.

PART 5 - LEAVE

OPDATE 29:04:97 on and from

Clause 5.1 Annual Leave

OPDATE 21:02:2006 on and from

5.1.1 Period of Leave

An employee on completion of twelve months continuous service (less the period of leave), is entitled to annual leave, exclusive of paid public holidays occurring during the period of leave on the following basis:

5.1.1.1 If employed other than as a seven day week worker -

Four weeks annual leave with pay.

5.1.1.2 If employed as a seven day week worker, ie. an employee who is rostered to work his/her ordinary hours over seven days of the week and who is rostered to work regularly on Sundays and Public Holidays -

Five weeks annual leave with pay.

5.1.1.3 An employee who is employed for part of a service year as a seven day week worker will be granted annual leave pro rata on the basis of five weeks per annum with respect to completed months of service as a seven day week worker.

5.1.1.4 Where an employee is employed for part of a service year as a seven day week worker for more than one period, then all such periods, whether or not each such period constitutes a completed month of service, will be aggregated for determining completed months of service as a seven day week worker.

5.1.1.5 For the purpose of 5.1.1.4, a "period" is defined as any time rostered as a seven day week worker which includes a Sunday and/or a Public Holiday as part of the ordinary hours of duty.

5.1.1.6 The annual leave to which an employee is entitled in respect of any one year of service must be taken in one period unless the employer is satisfied that good reason exists for allowing the leave to be taken otherwise eg. Christmas close down, urgent personal reasons.

5.1.1.7 The monthly rate at which annual leave accrues is:

(i) 15.83 hours (190 hours/12 months) for an employee entitled to 5 weeks annual leave.

(ii) This monthly rate of accrual applies in calculating pro-rata leave on termination or for the purposes of annual close down.

5.1.1.8 An employee is entitled to a period of four or five weeks of annual leave, as appropriate, and a maximum of twelve programmed days off. In accordance with that principle the period of annual leave must include one programmed day off and the period of annual leave is not to be extended by that one day.

5.1.1.9 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

5.1.1.10 Time of taking annual leave

5.1.1.10.1 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 5.5.

5.1.1.10.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

5.1.1.10.3 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.

5.1.1.10.4 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.

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

5.1.2 Employees Stationed in Remote Areas

Where employees stationed in the remote areas listed below travel to Adelaide for their normal period of recreation leave they will be granted leave for travelling to the extent specified.

Locality	Additional Leave
West of 137-longitude (except localities mentioned below)	1 day
Kangaroo Island	1 day
Hawker	1 day
Lake Victoria	1 day
Locks 7, 8, and 9	1 day
Oraparinna	1 day
Andamooka, Leigh Creek	2 days
Marree	2 days
Oodnadatta	2 days
Cooper Pedy	2 days
Yalata	2 days
Indulkana	3 days
North West Aboriginal Reserve (Amata)	4 days
Ernabella	4 days
Fregon	4 days

5.1.3 Payment for Period of Annual Leave

5.1.3.1 Before going on leave, each employee will be paid the ordinary rate of pay the employee would have received in respect of ordinary time worked had the employee not been on leave during that period.

5.1.3.2 However, the provision in 5.1.3.1 does not apply where an employee transfers from one project to another in order to maintain continuity of employment. In this circumstance, where the employee concerned has, during the twelve months prior to the date upon which leave is commenced:

(i) been employed in a classification carrying a higher rate of pay than the employee's existing classification and

(ii) the time spent working in the higher classification totals 130 working days or more in continuous periods of not less than one completed month on each occasion,

payment is to be made at that higher rate of pay.

5.1.3.3 For the purposes of this subclause the following payments, where applicable, are to be included in determining the amount to be paid for annual leave:

(i) Award rate of pay for the appropriate classification;

(ii) certain award allowances, eg leading hand, industry allowance, multi-storey allowance, first-aid allowance.

5.1.4 Annual Leave Loading

5.1.4.1 In addition to the payments prescribed in 5.1.3.3, each worker will be paid a loading on annual leave as follows:

(i) if employed other than as a shift worker or a seven day week worker (i.e. an employee entitled to four weeks annual leave in accordance with 5.1.1.1) -

either,

a loading of 17.5 per cent calculated on the total of 5.1.3.3(i) and 5.1.3.3(ii), where applicable;

or,

the penalties the employee would have received if the employee had worked and not been on leave during the relevant period;

whichever is the greater.

(ii) if employed as a shift worker or a seven day week worker (i.e. an employee entitled to five weeks annual leave in accordance with 5.1.1.2) -

either,

a loading of 20 per cent calculated on the total of 5.1.3.3(i) and 5.1.3.3(ii), where applicable;

or,

the weekend and shift penalties the employee would have received if the employee had worked and not been on leave during the relevant period;

whichever is the greater.

5.1.4.2 An employee who is employed for part of a year as a shift worker or a seven day week worker will be paid a loading of 17.5 per cent plus the difference between the 17.5 per cent and 20 per cent loadings calculated on a pro rata basis taking into account the number of completed months worked as a shift worker or a seven day week worker.

5.1.5 Deleted

5.1.6 Termination

In all cases of termination of employment, whether by resignation, age, invalidity or dismissal, an employee is to be paid the monetary equivalent of pro-rata leave calculated at the rate of 1/12th of the annual period of leave for which the employee would be eligible for each completed month of service in respect of which annual leave has not already been granted, together with annual leave loading calculated in accordance with subclause 5.1.4.

5.1.7 Pro-Rata Leave for Other than Termination

An employer may grant to an employee any pro rata leave which may have accrued to the employee’s credit under subclause 5.1.1.7, despite the fact that the employee's engagement is not being terminated.

5.1.8 Payment of Pro-Rata Leave

Employees entitled to payment of pro rata leave in accordance with subclauses 5.1.6 and 5.1.7 will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they continued in their employment or had they not been on leave during that period. The payments to be taken into consideration in determining the amount so payable are the same as those set out in subclauses 5.1.3 and 5.1.4.

5.1.9 Sickness During Annual Leave

An employee who is sick while on annual leave and who produces a medical certificate or other satisfactory evidence covering the period of illness, is entitled to convert such period to paid sick leave if the employee has sufficient sick leave credit to do so. In these circumstances the employee will be re-credited with the annual leave during which the illness occurred and for which sick leave is now being taken.

5.1.10 Shut Down

5.1.10.1 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.

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

5.1.10.3 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 5.1.6.

5.1.10.4 Where an employee is required to take leave in accordance with 5.1.10.1, 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.

5.1.10.5 All time that the employee is stood off without pay for the purposes of 5.1.10.4 is deemed to be time of service in the next 12 monthly qualifying period.

Clause 5.2 Parental Leave

OPDATE 29:01:2026 on and from

5.2.1 **Definitions**

In this clause, unless the contrary intention appears:

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

5.2.1.2 ***Adoption leave*** means adoption leave provided under 5.2.3.4.

5.2.1.3 ***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.

5.2.1.4 ***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.

5.2.1.5 ***Extended adoption leave*** means ***adoption leave*** provided under 5.2.3.4(b).

5.2.1.6 ***Extended paternity leave*** means ***paternity leave*** provided under 5.2.3.3(b).

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

5.2.1.8 ***Maternity leave*** means maternity leave provided under 5.2.3.2.

5.2.1.9 ***Medical certificate*** means a certificate as prescribed in 5.2.5.1.

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

5.2.1.11 ***Paternity leave*** means paternity leave provided under 5.2.3.3.

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

5.2.1.13 ***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).

5.2.1.14 ***Short adoption leave*** means ***adoption leave*** provided under 5.2.3.4(a).

5.2.1.15 ***Special adoption leave*** means ***adoption leave*** provided under 5.2.10.

5.2.1.16 ***Special maternity leave*** means ***maternity leave*** provided under 5.2.9.1.

5.2.1.17 ***Spouse*** includes a de facto spouse, domestic partner or a former spouse.

5.2.2 **Employer's responsibility to inform**

5.2.2.1 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.

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

5.2.3.1 Subject to the qualifications in 5.2.4, the provisions of this clause apply to full-time, part-time and ***eligible casual employees*** but do not apply to other employees.

5.2.3.1(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).

5.2.3.1(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***.

5.2.3.1(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.

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

5.2.3.3 An 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:

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

5.2.3.3(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***).

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

5.2.3.4(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***).

5.2.3.4(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***).

5.2.4 **Qualifications on entitlements and eligibility**

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

5.2.4.2 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.

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

5.2.4.3(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.

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

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

5.2.5 **Certification required**

5.2.5.1 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.

5.2.5.2 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:

5.2.5.2(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***.

5.2.5.2(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.

5.2.6 **Notice requirements**

5.2.6.1 Maternity leave

5.2.6.1(a) An employee must:

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

(ii) Give not less than four weeks notice in writing to their employer of the date of which they propose 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 5.2.5 within two weeks after the change takes place.

5.2.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require them 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 their employer the required notice.

5.2.6.2 Paternity leave

An employee must:

5.2.6.2(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 they propose to start and finish the period(s) of ***paternity leave***.

5.2.6.2(b) Notify the employer of any change in the information provided pursuant to 5.2.5 within two weeks after the change takes place.

5.2.6.3 Adoption leave

An employee must:

5.2.6.3(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.

5.2.6.3(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***.

5.2.6.3(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.

5.2.6.3(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.

5.2.6.4 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.

5.2.7 **Taking of parental leave**

5.2.7.1 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***.

5.2.7.2 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.

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

5.2.7.4 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.

5.2.7.5 Subject to 5.2.4 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.

5.2.7.6 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 they are fit to work on their normal duties.

5.2.7.7 Where leave is granted under 5.2.7.5, 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.

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

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

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

5.2.7.11 Notwithstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with 5.2.15.

5.2.8 **Variation and cancellation of parental leave**

5.2.8.1 Without extending an entitlement beyond the limit set by 5.2.3, ***parental leave*** may be varied as follows:

5.2.8.1 (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.

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

5.2.8.2 ***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.

5.2.8.3 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.

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

5.2.9 **Special maternity leave and personal leave**

5.2.9.1 If:

(a) an employee not then on maternity leave suffers illness related to their pregnancy they are entitled to take leave under 5.3; 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***, they may take such paid personal leave as they are 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 their 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 5.2.3.2 and they are entitled to take unpaid ***special maternity leave*** for such periods as a registered medical practitioner certifies as necessary.

5.2.9.2 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 they are entitled in lieu of, or in addition to, ***special maternity leave***.

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

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

5.2.10 **Special adoption leave**

5.2.10.1 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***.

5.2.10.2 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.

5.2.10.3 The leave under this clause 5.2.10 is to be known as ***special adoption leave*** and does not affect any entitlement under 5.2.3.

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

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

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

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

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

(b) hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work, the employee must, if the 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.

5.2.11.2 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.

5.2.11.3 Leave under this clause 5.2.11 will be treated as ***maternity leave***.

5.2.12 **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:

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

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

5.2.13 **Communication during parental leave**

5.2.13.1 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***.

5.2.13.2 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.

5.2.13.3 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 5.2.13.1.

5.2.14 **Return to work after parental leave**

5.2.14.1 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***.

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

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

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

5.2.14.3 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.

5.2.14.4 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.

5.2.15 **Right to request**

5.2.15.1 An employee entitled to ***parental leave*** pursuant to clause 5.2.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 5.2.3.3(a) and 5.2.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid ***parental leave*** provided for in 5.2.3.2 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.

5.2.15.2 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.

5.2.15.3 The employee's request and the employer's decision made under 5.2.15.1(b) and (c) must be recorded in writing.

5.2.15.4 Where an employee wishes to make a request under 5.2.15.1(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***.

5.2.16 **Termination of employment**

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

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

5.2.17 **Replacement employees**

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

5.2.17.2 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 5.3 Personal Leave– Injury and Sickness

OPDATE 23:12:2009 1st pp on or after

5.3.1 **Entitlement to Personal Leave**

5.3.1.1 An employee on weekly hire who is absent from work on account of personal illness or on account of injury by accident is entitled to leave of absence without deduction from the employee's ordinary rate of pay on condition that:

(i) The employee will not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers compensation.

(ii) The employee must inform the officer in charge of the employee's inability to attend for duty within 24 hours of the commencement of such absence, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) The employee must prove to the satisfaction of the employer that the inability to attend for duty was on account of such illness or injury, to attend for duty.

(iv) An employee must not be granted paid leave of absence if the inability to work is the result of the employee's own misconduct.

5.3.1.2 Employees working 7.6 ordinary hours per day are entitled to 76 hours of sick leave per year and in the first year of service such leave will accrue at the rate of 6 1/3 hours per month. Employees will be debited 7.6 hours for each full days absence.

5.3.1.3 Employees working less than 8 ordinary hours on one or more days each week (e.g. 8 hours on 4 days and 6 hours on the fifth day of the week) will be debited 8 hours for each full day of 8 hours absence and 6 hours for each full day of 6 hours absence.

5.3.1.4 Exceptions

(i) *7 day week employees*

Employees who are required to be on active duty for 7 days of the week (e.g. Lockman, Barrage Attendant) will be granted an annual entitlement of 106.4 hours and will be debited 7.6 hours for each full day's absence.

(ii) *Part* time employees

Where the normal weekly number of hours is less than 38, paid sick leave to the extent of twice the weekly number of hours will be granted. Where an employee transfers from a full time position to a part time position, sick leave will be granted to the extent of twice the lesser weekly number of hours.

5.3.2 **Payments Applicable During Personal Leave**

5.3.2.1 For the purpose of this Clause the following payments, where applicable, are to be included in determining the amount so payable for personal leave:

(i) Award rate of pay for appropriate classification.
(ii) Certain award allowances e.g. leading hand, industry allowance, (where paid for all purposes), first-aid allowances.

5.3.3 **Production of Medical Certificates**

5.3.3.1 Absences for Periods of Three Days or Less

An employee may be absent from duty on account of personal illness or injury (other than one for which Worker's Compensation is payable) for periods of up to three working days without the production of a medical certificate from a health practitioner, as defined herein.

5.3.3.2 Absences for Periods Exceeding Three Days

(i) Where an employee is absent from duty for a period in excess of three consecutive working days the employee must produce a medical certificate or a certificate from a health practitioner (as defined) covering the whole of the period of absence.

(ii) Where an employee, who is living in a Departmental camp remote from any town, is absent on sick leave for a period in excess of three consecutive working days, the Department may determine that production of a medical certificate is unnecessary on the certificate of the supervisor or employer in charge of the camp that he/she is satisfied that the employee was unable to work on account of sickness (not being due to the employee's own misconduct) on the days for which sick leave is claimed.

5.3.3.3 Certificates Acceptable for Personal Leave Purposes

(i) The certificate of a legally qualified medical practitioner (doctor) will be accepted for any period of sick leave absence.

(ii) The certificate of a health practitioner, as defined, may be accepted for a period not exceeding five consecutive working days.

(iii) Where employees are required to be treated by a health practitioner, as defined, and the absence from duty exceeds five consecutive working days, a certificate signed by a doctor is required in addition to a certificate of absence signed by the relevant health practitioner.

(iv) For the purposes of this subclause, a "health practitioner" means a registered chiropractor, registered dentist, registered optician, registered occupational therapist, registered physiotherapist, registered podiatrist, registered psychologist and registered speech pathologist.

5.3.3.4 Sickness During Currency of Long Service Leave

An employee who becomes sick while on long service leave and produces a satisfactory medical certificate covering the period of illness may apply to convert the period of illness to be paid sick leave provided that the employee concerned has sufficient sick leave credit available. Should approval be given for this transfer of debits, a period of long service leave equivalent to the period of approved sick leave may be taken at the end of the period of long service leave originally approved, or added to the employee's future long service leave entitlement.

Clause 5.4 Special Leave with Pay

OPDATE 21:02:2006 on and from

5.4.1 Special leave with pay not exceeding a total of three days in any service year may be granted in circumstances of pressing necessity.

"Pressing necessity" is defined as any circumstance where an employee is called upon personally to do some act either in performance of a duty or in the protection of a right or necessity which the employee cannot reasonably do outside of duty hours.

5.4.2 Special leave must be taken in whole days.

5.4.3 Bereavement Leave

5.4.3.1 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.

For the purpose of this clause ***spouse*** includes a de facto spouse.

5.4.3.2 Unpaid entitlement to leave

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

5.4.3.3 Effect of other leave

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

(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.

5.4.4 **Moving House**

5.4.4.1 If this leave is sought for the purpose of moving house, one day will be granted if:

(i) the employer is satisfied that the proposed removal of the employee's furniture and household effects will be carried out as quickly as possible and the necessary consequences of the removal will require the employee's absence for the greater part of the day and

(ii) the actual removal takes place on a working day.

5.4.4.2 Where the spouse of an employee is also an employee of the State only one person is to be granted special leave with pay.

5.4.4.3 Special leave with pay for moving house is not to be granted at more frequent intervals than three (3) years.

Clause 5.5 Personal Leave to Care for a Family Member

OPDATE 21:02:2006 on and from

5.5.1 **Definitions**

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

5.5.1.2 ***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.

5.5.1.3 ***Personal leave*** means leave provided for in accordance with clause 5.3.

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

5.5.2.1 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.

5.5.2.2 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.

5.5.2.3 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.

5.5.2.4 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.

5.5.2.5 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.

5.5.2.6 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.

5.5.2.7 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.

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

5.5.3.1 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.

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

5.5.3.3 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.

5.5.4 **Single day absences**

Single day absences may be taken for ***personal leave to care for a family member*** as provided for in Clause 5.1.1.10 Time of Taking Annual Leave.

5.5.5 **Casual employees caring responsibilities**

5.5.5.1 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 5.5 and 5.4.3, 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.

5.5.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 5.5.5.1 is:
(a) the period agreed upon between the employer and the employee; or

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

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

5.5.5.4 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.

5.5.5.5 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 5.6 Special Leave Without Pay

OPDATE 01:10:2019 on and from

5.6.1 Chief Executives are authorised to grant leave without pay for all periods of absence in case of illness or injury (including workers compensation) and for periods not exceeding twelve (12) months at one time, or for broken periods of less than twelve months within an employee's service year in the cases of justifiable pressing necessity or personal pleasure.

5.6.2 All leave without pay must be applied for and recorded in working days.

5.6.3 Where an employee who is a contributor to a superannuation fund administered by Super SA is contemplating making application for leave without pay which is likely to exceed six (6) months, the employee must provide details of the proposals to the Superannuation Board and receive the Superannuation Board's reply before submitting an application to the employer for consideration.

Clause 5.7 Trade Union Training Assistance/Leave

OPDATE 27:02:2006 on and from

5.7.1 The employer may authorise attendance by employees of the Government at Trade Union Training courses if the conditions set out below are satisfied.

5.7.1.1 Employees Eligible

Employees of the Government eligible for nomination to attend courses are those persons who are members a Trade Union.

5.7.1.2 Training Institutions

Approval is to be limited to attendances at Trade Union Training courses organised, run or approved by the following organisations:

- United Trades and Labour Council Union Training
- Australian Council for Union Training
- Industrial Training Services
- Workers Educational Association of South Australia Incorporated

5.7.1.3 Nominations for Attendance

All nominations for attendances at courses must be made by a Trade Union of which the employee is a member.

5.7.1.4 Approval for Nominees

Approval is subject to:

(i) A certificate of eligibility signed by the Secretary of the nominating Union or organisation, or a person nominated by the secretary.

(ii) A proviso that the employee can be spared from the Department (in deciding approvals the work of the Department must be priority and the privilege may be withdrawn at any time if deemed necessary).

5.7.1.5 Extent of Support

Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two calendar years to be calculated from the date the employee is first granted leave to attend a trade union training course. All other costs related to attendance at a course will be the responsibility of the nominating union or organisation.

5.7.1.6 Extent of Support (Part-time Employees)

Time off with pay for part-time employees eligible to attend courses may be granted in accordance with the following table.

Hours Worked per week	Days that may be granted per two calendar years
15-20	3
21-25	4
26-30	6
31-35	8
36-40	10

5.7.1.7 Programmed Day Off

Where an employee is absent on trade union training on his/her programmed day off, such day will stand as the programmed day off.

PART 6. ALLOWANCES, PENALTIES AND SHIFT PROVISIONS

OPDATE 29:04:97 on and from

Clause 6.1 Shift Work

OPDATE 29:04:97 on and from

6.1.1 Definitions

"Afternoon shift" means any shift commencing after 12 noon and finishing after 6.00 pm. and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing after midnight and at or before 8.00 am.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

6.1.2 Hours - Continuous Work Shifts

6.1.2.1 This sub-clause applies to shift workers on continuous work as defined.

6.1.2.2 The ordinary hours of shift workers are an average of 38 hours per week and will not exceed 152 hours in twenty-eight consecutive days. An exception to this is that where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

6.1.2.3 Shift workers must work at such times as the employer may require. However, the following conditions apply:

(i) A shift must consist of not more than 10 hours except as provided for in paragraph (iii). However, in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned;

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

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

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

6.1.3 Hours - Other than Continuous Work

6.1.3.1 This sub-clause applies to shift workers not upon continuous work as defined. The ordinary hours of work are an average of 38 per week to be worked on one of the following bases:

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

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

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

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

6.1.3.2 Except as provided for in 6.1.8, the ordinary hours are to be worked continuously apart from meal breaks at the discretion of the employer.

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

6.1.3.4 Subject to 6.1.3.6, the ordinary hours of work prescribed herein must not exceed 10 hours on any day.

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

6.1.3.6 By agreement between the employer, the union(s) and the majority of employees concerned, ordinary hours not exceeding 12 may be worked subject to the same requirements as set out in 6.1.2.3(iii) above being satisfied.

6.1.4 The ordinary working hours are an average of thirty eight (38) hours per week, which are to be worked in accordance with the bases set out in sub-clauses 6.1.2 and 6.1.3 of this Clause and will be determined as follows:

(i) by employees working less than 8 ordinary hours each day; or

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

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

(iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.

6.1.5 Rosters

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

6.1.6 Variation by Agreement

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

6.1.7 Afternoon or Night Shift Allowances

6.1.7.1 A shift worker whilst on afternoon or night shift will be paid for such shift 15 per cent more than such employee's ordinary rate.

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

6.1.7.3 An employee who:

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

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

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

will, during such engagement, period or cycle, be paid 30 per cent more than the employee’s ordinary rate for all time worked during ordinary working hours on such night shift. However, these provisions do not apply to an employee who continues to work night shift at the employee’s own request.

6.1.7.4 A shift worker who works on other than a rostered shift (as defined) will be paid for each such shift 50 per cent for the first 3 hours and 100 per cent for the remaining hours in addition to the employee's ordinary rate. Such rate is in substitution for, and not cumulative upon, the shift premiums prescribed in 6.1.7.1, 6.1.7.2 and 6.1.7.3.

6.1.8 Broken Shifts

6.1.8.1 Subject to 6.1.8.2 and 6.1.8.3, where a shiftworker's ordinary hours of work on any one day are not continuous, excluding meal breaks of 60 minutes or less, the employee concerned will be paid an additional 10 per cent at the employee's ordinary rate of pay for each component of the shift completed prior to 6.00 pm.

6.1.8.2 Where a component of the ordinary hours of work finishes after 6.00 p.m. the additional payment for the whole of that component will be 15 per cent in lieu of 10 per cent.

6.1.8.3 These provisions do not apply when an employee requests non continuous work.

Clause 6.2 Overtime - Shift Workers

OPDATE 29:01:2026 on and from

6.2.1 An employer may require any employee to work reasonable overtime at overtime rates and such employee must work overtime in accordance with such requirement.

6.2.2 Shift workers, for all time worked in excess of or outside of ordinary working hours prescribed by this Award will be paid at the rate of time and a half for the first 3 hours and double time after that from Monday to Saturday and double time for all such time worked on Sunday;

6.2.3 The provisions of 6.2.2 will not apply when the time is worked:

6.2.3.1 by arrangement between the employees themselves; or

6.2.3.2 for the purpose of effecting the customary rotation of shifts; or

6.2.3.3 due to the fact that the relief employee does not come on duty at the proper time except where notice has been given, not less than equal to the period of the shift, to the employer by a relief employee that he/she will be absent from work and the employee who he/she should relieve is not relieved and is required to continue work on his/her rostered day off. In this case, the unrelieved employee will be paid double time.

6.2.4 Casual and part-time employees are not entitled to payment at overtime rates unless the daily hours exceed the ordinary hours on which full-time employees are engaged or where the hours worked exceed the hours prescribed in subclause 6.1.3.

6.2.5 All authorised time worked by casual and part-time employees in excess of ordinary hours on any day will be paid at the rate of time and half for the first 3 hours and double time after that. The Tribunal advises that examples of how these provisions are to be applied are contained in the Department of the Premier and Cabinet, Public Sector Workforce Relations - Conditions of Employment for Weekly Paid Employees.

6.2.6 The hourly rate, when computing overtime is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

6.2.7 For the purposes of this Clause, ordinary hours mean the hours of work fixed in an establishment in accordance with the hours clause of this Award.

6.2.8 Rest Period After Overtime

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

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

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

6.2.9 Call Back

6.2.9.1 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours' work at the appropriate rate for each time the employee is so recalled. In this situation, except where unforeseen circumstances arise, the employee is not required to work the full three hours if the work the employee was recalled to perform is completed within a shorter period.

6.2.9.2 The provisions of 6.2.9.1 do not apply in cases where it is customary for an employee to return to the employer's premises to perform specific work outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.2.9.3 Where an employee is called back for duty, the employee will be paid at the overtime rate from the time the employee leaves home until the employee returns home.

6.2.9.4 Overtime worked as a result of a call back must not be regarded as overtime for the purpose of subclause 6.2.8, Rest Period After Overtime, when the actual time worked is less than three hours on such recall or on each of such recalls.

6.2.10 Payment will be made for overtime worked as prescribed in subclause 6.2.2. However, where an employee requests equivalent time off in lieu of the overtime worked during the same pay period in which the overtime is worked, the time off in lieu may be granted at a time agreed between the employer and employee concerned. Time off in lieu is calculated on an hour for hour basis.

6.2.11 Meal Allowance

6.2.11.1 Any employee who is required to work overtime at the end of the employee's shift for more than 2 hours without being notified on the previous day of the requirement to work, will be provided with a meal free of cost at the Administrative Unit or Agency. Alternatively, where a meal cannot be provided, the employee will be paid an amount as provided by the relevant Commissioner’s Determination. However, provision of a free meal or the payment of meal money will not be applied to:

(i) employees living in the same locality who can reasonably return home for meals or

(ii) employees working overtime on Call Back as prescribed in subclause 6.2.9.

6.2.11.2 This subclause also applies to an employee who is required to be on duty to meet an emergency (not being during ordinary rostered hours) if the employee is required to continue work for more than 2 hours after 12 noon or more than 2 hours after 4.15 p.m. on any day.

6.2.12 In calculating overtime each day stands alone.

6.2.13 Daylight Saving

6.2.13.1 Despite anything contained elsewhere in this Award, where summer time is prescribed as being in advance of the standard time, the length of any shift:

(i) commencing before the time prescribed for the commencement of the summer time period and,

(ii) commencing on or before the time prescribed for the termination of the summer time period,

will be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end of it, the time of the clock in each case to be set to the time fixed in accordance with the daylight saving legislation.

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

6.2.14 For employees of Department for Infrastructure and Transport, Department of Primary Industries and Regions and any employee attached to the construction and contracts section of the Department for Environment and Water except where otherwise specified, all time worked outside the ordinary hours of work from Monday to Friday and on a Saturday before noon shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.

6.2.15 All time worked by employees as watchers and camp hands outside their ordinary hours of work shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter.

6.2.16 Any employee employed as a watcher on fire towers in the Department of Primary Industries and Regions, outside the employee's ordinary working hours, shall be paid overtime at the rate of time and a half for the first 2 hours and double time thereafter and Clause 6.5. Such payment to be based on the rate for a Construction and Maintenance Worker Level 1.

Clause 6.3 Overtime - Day Workers

OPDATE 29:01:2026 on and from

6.3.1 Requirement to Work Reasonable Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee must work overtime in accordance with that requirement.

6.3.2 Payment for Working Overtime

6.3.2.1 For other than shift workers, the rates of payment for all time worked in excess of or outside ordinary hours from Monday to Friday are time and a half for the first three hours and double time after that, with double time to continue until the completion of the overtime work.

6.3.2.2 All time worked by employees outside of ordinary hours on Saturday before noon will be paid for at the rate of time and a half for the first three hours and double time after that.

6.3.2.3 For other than shift workers, all time worked by employees outside of ordinary hours on Saturday afternoon or Sunday will be paid at the rate of double time.

6.3.2.4 The above provisions do not apply to classifications receiving an allowance in lieu of all overtime worked in excess of ordinary hours.

6.3.2.5 Casual and part-time employees are not entitled to payment at overtime rates unless the daily hours exceed the ordinary hours on which full-time employees are engaged or where the hours worked exceed the hours prescribed in subclause 4.1.1 of Clause 4.1, Hours of Work.

6.3.2.6 All authorised time worked by casual and part-time employees in excess of ordinary hours on any day will be paid at the rate of time and a half for the first 3 hours and double time after that. The Tribunal advises that examples of how these provisions are to be applied are contained in the Department of the Premier and Cabinet, Public Sector Workforce Relations - Conditions of Employment for Weekly Paid Employees.

6.3.2.7 The hourly rate, when computing overtime is to be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

6.3.2.8 For the purpose of this Clause "ordinary hours" means the hours of work fixed in an establishment in accordance with the hours clause of this Award.

6.3.2.9 In calculating overtime each day stands alone.

6.3.3 Rest Period After Overtime

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

6.3.3.2 An employee (other than a casual employee), who works so much overtime between the end of the employee's ordinary work on one day and the start of the employee's ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those times must, subject to this sub-clause, be released after finishing such overtime until the employee has had eight consecutive hours off duty. In this circumstance, the employee concerned will not lose pay for ordinary working time occurring during the eight hours off duty.

6.3.3.3 If, on the instructions of the employer, an employee resumes or continues work without having had eight consecutive hours off duty, the employee will be paid at double rates until released from duty for such period and the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty. As in 6.3.3.2, in this circumstance the employee concerned will not lose pay for ordinary working time occurring during the eight hours off duty.

6.3.4 Call Back

6.3.4.1 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours' work at the appropriate rate for each time the employee is recalled. In this situation, except where unforeseen circumstances arise, the employee is not required to work the full three hours if the work the employee was recalled to perform is completed within a shorter period.

6.3.4.2 The provisions of 6.3.4.1 do not apply in cases where it is customary for an employee to return to the employer's premises to perform specific work outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.3.4.3 Where an employee is called back for duty, the employee will be paid at the overtime rate from the time the employee leaves home until the employee returns home.

6.3.4.4 Overtime worked in this subclause must not be regarded as overtime for the purpose of subclause 6.3.3, Rest Period After Overtime, when the actual time worked is less than three hours on such recall or on each of such recalls.

6.3.5 Payment will be made for overtime worked as prescribed in subclause 6.3.2. However, where an employee requests equivalent time off in lieu of the overtime worked during the same pay period in which it is worked, the time off in lieu may be granted at a time agreed between the employer and employee concerned. Time off in lieu is calculated on an hour for hour basis.

6.3.6 Meal Allowance

6.3.6.1 Any employee, who is required to work overtime at the end of the employee's day for more than 2 hours without being notified on the previous day of the requirement to work, will be provided with a meal free of cost at the Administrative Unit or Agency. Alternatively, where a meal cannot be provided, the employee will be paid an amount as provided by the relevant Commissioner’s Determination. However, provision of a free meal or the payment of meal money will not be applied to:

(i) employees living in the same locality who can reasonably return home for meals or

(ii) employees working overtime on Call Back as prescribed in subclause 6.3.4.

6.3.6.2 This subclause also applies to an employee who is required to be on duty to meet an emergency (not being during ordinary rostered hours) if the employee is required to continue work for more than 2 hours after 12 noon or more than 2 hours after 4.15 p.m. on any day.

6.3.7 For employees of the Department for Infrastructure and Transport, Department of Primary Industries and Regions Industries and any employee attached to the construction and contracts section of the Engineering and Water Supply Department except where otherwise specified, all time worked outside the ordinary hours of work from Monday to Friday and on a Saturday before noon shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.

6.3.8 All time worked by employees as watchers and camp hands outside their ordinary hours of work shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter.

6.3.9 Any employee employed as a watcher on fire towers in the Department of Primary Industries and Regions, outside the employee’s ordinary working hours, shall be paid overtime at the rate of time and a half for the first 2 hours and double time thereafter and Clause 6.5. Such payments to be based on the rate for a Construction and Maintenance Worker Level 1.

Clause 6.4 Allowances

OPDATE 29:04:97 on and from

6.4.1 The allowances to be paid to employees are set out in Schedule 2 of this Award.

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

Clause 6.5 Bush Fire Fighting

OPDATE 29:04:97 on and from

6.5.1 Despite any other provision in this Award, an employee required by the employer to fight bush fires will be employed in accordance with the conditions detailed in this clause.

6.5.2 Retention of Classification

An employee will retain the classification in which the employee was employed immediately prior to the outbreak of a bush fire. However, the employer may, during any period of bush fire fighting operations, specifically assign an employee to another classification for which a higher marginal rate is prescribed. Any employee fire fighting in overtime and not employed in the employee's normal classification whilst so engaged will be classed as a Government Services Employee, Level 1.

6.5.3 Hours of Duty

The ordinary hours of duty will be the same total number of daily and total number of weekly rostered hours of duty applying to an employee immediately prior to the outbreak of a bushfire.

6.5.4 Definition of a Day

A "day" means the time between midnight of one day and midnight of the following day.

6.5.5 Emergency Period

To allow the employer an opportunity to organise the necessary resources there will be an emergency period extending from the time a bush fire is reported to the employer until 12 hours after midnight of the day on which the report is made.

6.5.6 Rest Periods

6.5.6.1 Except during the prescribed emergency period, an employee other than a member of the cook house personnel should receive a rest period of 8 consecutive hours off duty between his/her work on two successive days. In the event of the employee not receiving such rest period, the employee must be paid at the rate of double time for all work performed on the succeeding day until such time as a rest period of 8 consecutive hours is granted.

6.5.6.2 Upon resumption of fire fighting work at the conclusion of a deferred rest period, the employee shall be deemed to have commenced work on a new day.

6.5.7 Travelling Time

All time spent by an employee in proceeding to and from a bush fire at the direction of the employer is deemed to be time worked.

6.5.8 Meal Intervals

Except as provided in Clause 4.2 - Meal Breaks, all meal intervals during the emergency period are to be counted as time worked, except when a recognised meal break is granted.

6.5.9 Resumption of Normal Duties

Each employee who has been engaged on fire fighting work for a period of at least 8 hours on any day is entitled, upon the cessation of such work and prior to the resumption of normal duties, to a clear break of 8 hours without loss of pay for recognised working time occurring during such break.

6.5.10 Overtime

All time worked by an employee (not being the ordinary rostered hours of duty of such employee to which the provisions of subclause 6.1.7 of this Award apply if the ordinary rostered hours of duty are an "afternoon shift" as defined) on any day Monday to Friday will be paid for at the rate of ordinary time for the first 8 hours and at the rate of time and a half for the next 3 hours, and at the rate of double time after that. In addition, the rate of an employee who during such period is required to work on beyond midnight will not revert to ordinary time until the employee has had 8 consecutive hours off duty where-upon a new day will be deemed to commence.

6.5.11 Saturday Work

All time worked by an employee (not being the ordinary rostered hours of duty of such employee to which the provisions of Clause 6.7, Weekend Duty apply) on a Saturday will be paid for at the rate of time and a half for the first 3 hours and at double time rate after that.

6.5.12 Sunday Work

All time worked by an employee (not being the ordinary rostered hours of duty of such employee for which the provisions of Clause 6.7, Weekend Duty apply) on a Sunday will be paid for at the rate of double time.

6.5.13 Stand-by

6.5.13.1 When an employee is definitely instructed to "stand-by" on any day for fire protection purposes the employee is to be paid at the hourly rate of a Government Services Employee Level 1 in the case of an adult, and in the case of a junior employee receiving less than the full adult rate of pay, at the employee's ordinary hourly rate of pay for the period the employee is required to "stand-by".

Provided that an employee required to stand-by at a departmental deport or other location on a "reserve" (as defined in section 5 of the National Parks and Wild Life Act, 1972) and away from the employee's home is to be paid in accordance with subclauses 6.5.10, 6.5.11 and 6.5.12.

6.5.13.2 Where an employee has been advised of the requirement to be on stand-by, and is advised after 5 p.m. on the last working day prior to the stand-by period that there is no longer a requirement to stand-by, the employee is to be paid for a total of 3 hours at the ordinary rate of the day(s) on which the employee was required to stand-by.

Clause 6.6 Protective Clothing

OPDATE 29:04:97 on and from

6.6.1 An employee located at the Botanic Gardens and operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide and fungicide and/or insecticide, or employed in the preparation or mixing of any of the these materials is to be supplied with suitable protective clothing, masks, gloves, boots and/or any other equipment necessary for the employee's protection from contamination by any of the materials.

6.6.2 Shower facilities and 20 minutes are to be allowed to employees using any materials where manufacturer's instructions require special precautions to be taken in handling and applying.

6.6.3 The protective clothing supplied under this clause remains the property of the employer. The loss of such protective clothing due to any cause arising out of the neglect of misuse by the employee will be charged against the wages of the employee. An exception to this is that no charge will be made in respect of reasonable wear and tear.

6.6.4 All protective clothing supplied under this clause must be fumigated before being transferred from one employee to another.

Clause 6.7 Weekend Duty

OPDATE 29:04:97 on and from

6.7.1 Employees, whose ordinary hours of duty are rostered over six or seven days of the week, are to be paid for work done during ordinary rostered hours (i.e. not being overtime) between 12 midnight on Friday and 12 midnight on the following Sunday, an additional payment calculated at the rate of 50 per centum of their ordinary rate. Such extra rate will be in substitution for and not cumulative upon the shift premiums prescribed by this Award.

6.7.2 Employees engaged in bush fire fighting are to be paid in accordance with Clause 6.5, Bush Fire Fighting.

Clause 6.8 First Aid

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

6.8.1 Where in the performance of an employee's duties the employee is required to hold a current First Aid Certificate or equivalent, the employee will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours).

6.8.2 Subject to the exception set out in 6.8.5, where an employee undertakes a course under subclause 6.8.1, the employee is to be reimbursed, by the employer, the cost of acquiring the First Aid qualifications.

6.8.3 Where an employee who is a First Aid Officer agrees to renew the First Aid qualification, the employee will be given the opportunity to undertake the retraining during ordinary working hours (where such course is available during ordinary working hours).

6.8.4 As in subclause 6.8.2, where an employee undertakes the retraining prescribed in subclause 6.8.3, the employee is to be reimbursed, by the employer, the cost of the retraining.

6.8.5 Where in the performance of an employee's duties the employee is required to hold a current First Aid Certificate or equivalent, and such qualification(s) had already been obtained by the employee prior to the requirement of the holding of such qualification(s) arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.

6.8.6 First Aid Officers will be paid a First Aid Allowance of $20.70 per week on condition that they are required to be able to perform the duties of a First Aid Officer on at least 3 days of each week. Employees required to be able to perform the duties of a First Aid Officer for less than 3 days will be paid an allowance calculated at the rate of 60 cents per hour for each hour or part of an hour.

6.8.7 Where an employee, working an average of 38 hours per week, is paid an allowance of $20.70 per week in accordance with sub-clause 6.8.6, such payment will not be affected by the taking of a programmed day off.

Clause 6.9 On-Call and Recall to Duty

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

6.9.1 An employee who is rostered to be on call at night time is to be paid an additional $15.90 for each night so rostered.

6.9.2 An employee rostered to be on call during a Saturday is to be paid an additional $35.10.

6.9.3 An employee rostered to be on call for a Sunday, Public Holiday, programmed day off or any other day that the employee would normally be rostered off duty is to be paid an additional $35.10 for each such day.

6.9.4 Where an employee is called out while on on-call the employee will be paid a minimum of three hours overtime at the appropriate rate.

6.9.5 Where an employee is called out in accordance with this clause the overtime is to be paid from the time the employee leaves home until the employee returns home.

Clause 6.10 Motor Vehicle Allowance

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

6.10.1 No employee is required, under any circumstances whatsoever, to use a private vehicle for official purposes if the employee does not wish to do so.

6.10.2 The payment of the allowance for the use of a private motor vehicle for purposes related to an employee's employment must only occur where approval has been given by the employer prior to the actual use of the private motor vehicle by the employee.

6.10.3 Where an employee has been given approval by the employer to use the employee's private vehicle for official purposes, such employee will be paid an allowance per kilometre travelled as follows:

6.10.3.1 For motor cars, station wagons and utilities (petrol, diesel or LPG):

$1.28

6.10.3.2 For motorcycles/scooters:

0.51 cents per kilometre

6.10.3.3 When used with Trailers:

6 cents per kilometre for each kilometre a departmental trailer is towed with the employee's private vehicle.

6.10.4 Home to Office Reimbursement

6.10.4.1 Where it is necessary for an employee to take the vehicle to the employee's headquarters for use on that day, the employer will authorise payment in accordance with sub-clause 6.10.3 as appropriate for the distance of the journey from home to headquarters by the shortest practical route. Such payment must be restricted to a one way trip, not a return journey. The maximum distance for a one way trip for which an allowance is to be paid must not exceed 32 kilometres per day, even if the distance between the employee's home and headquarters is more than 32 kilometres.

6.10.4.2 Where it is necessary for an employee to perform call-back duties, the employer will authorise payment in accordance with 6.10.3.1, 6.10.3.2 and/or 6.10.3.3, as appropriate, for the actual return distance travelled between the employee's home and place of duty using the shortest practicable route on the occasion of each call-back. This provision applies where an employee is required to return to perform essential duties and not in those circumstances where an employee has voluntarily agreed to attend to perform non-essential or optional duties.

6.10.5 Transfer of Headquarters

Where an employee changes permanent headquarters the employer will authorise payment for the transfer of the vehicle(s) at the appropriate rate prescribed hereunder for the distance travelled by the employee from the old headquarters to the new headquarters.

(i) For motor cars, station wagons and utilities (petrol, diesel or LPG) – 41 cents per kilometre

(ii) For motorcycles/scooters – 16 cents per kilometre

6.10.6 Combination of Official and Private Use

6.10.6.1 The employer may grant approval to an employee who applies to use a private motor vehicle for a combination of official and private purposes in circumstances where such use is mutually convenient to the Agency and the employee.

6.10.6.2 Reimbursement for the distance travelled shall be at the appropriate rate as prescribed in sub-clause 6.10.5.

Clause 6.11 Travelling, Expenses Reimbursement

OPDATE 09:04:2022 1st pp on or after

6.11.1 An employee who is required to undertake authorised travel for the purposes of his or her employment is entitled to the following daily reimbursements:-

6.11.1.1 Travel within South Australia

(i) For meals and incidentals:

Breakfast up to	$20.05
Lunch up to	$20.05
Dinner up to	$41.30
Incidentals up to	$8.35

(ii) For accommodation

(a) Outside Metropolitan Adelaide - up to $134.00

(b) Within Metropolitan Adelaide - $157.00

N.B. 'Metropolitan Adelaide' is defined in the Development Plan established under the Planning Act, 1982.

(iii) Where not absent from headquarters overnight:

Breakfast up to	$17.30
Dinner up to	$24.70

6.11.1.2 Interstate Travel

(i) For capital cities and Alice Springs - Meals and incidentals:

Breakfast up to	$26.25
Lunch up to	$26.25
Dinner up to	$47.80
Incidentals up to	$13.95

(ii) For capital cities and Alice Springs - Accommodation:

Alice Springs up to	$150.00
Brisbane up to	$218.00
Canberra up to	$180.00
Darwin up to	$220.00
Hobart up to	$147.00
Melbourne up to	$177.00
Perth up to	$180.00
Sydney up to	$198.00

6.11.1.3 Other Places

The rates authorised in 6.11.1.1(i) and (ii), except that in respect of incidentals which will be up to $13.95.

6.11.1.4 Actual Expenditure

(i) Reimbursement is to be made only for expenditure actually and necessarily incurred when travelling in connection with official duties.

(ii) Employees are required to provided receipts for all accommodation and reimbursement will be made only for the amount(s) actually incurred at bona fide Hotels, Motels or Boarding Houses.

(iii) Where expenditure exceeds the rates set out in 6.11.1.1, 6.11.1.2 and 6.11.1.3 and a claim(s) for excess expenditure is submitted to the employer an interim payment will be made by the employer of an amount calculated in accordance with 6.11.1.1, 6.11.1.2 and 6.11.1.3 pending a decision by the employer on the total claims(s).

6.11.1.5 Time of Travel

Reimbursement is not to be made for meals unless the employee travels beyond 32 Kilometre radius from headquarters and that with respect to:-

(i) Breakfast the employee necessarily departed from headquarters earlier than 7.00 am. or was necessarily absent from headquarters later than 9.00 am.

(ii) Lunch - the employee necessarily departed from headquarters earlier than 12.00 noon or was necessarily absent from headquarters later than 2.00 pm.

(iii) Dinner - the employee necessarily departed from headquarters earlier than 6.00 pm. or was necessarily absent from headquarters later than 6.30 pm.

6.11.1.6 Single Day Absences

Reimbursement is not to be made for luncheon for single day absences within South Australia.

6.11.1.7 Accommodation or Meals Provided by the Government

(i) If employees are accommodated in quarters, cubicles, or other Government owned premises, the reimbursement of expenses will be the amount (if any) charged to the employees for such facilities.

(ii) Employees who are accommodated in the abovementioned facilities will, in addition to any reimbursement of actual charges under (i) above, be paid the following allowances where appropriate:-

(a) Where employees are required to provide their own food, an allowance of $36.00 per day.

(b) Where employees are required to use their own bedding, tea towels and eating utensils, an allowance of $4.65 per day.

(c) Where employees are required to use any other items not included in (b), an allowance of $6.40per day.

(d) Incidental expenditure of up to the appropriate daily rate specified in (b) may be claimed only for completed days absent from either the workshop or headquarters, and parts of a day are to be disregarded for this item.

Clause 6.12 Whyalla Cost of Living Allowance

OPDATE 29:04:97 on and from
An employee who headquarters is determined as Whyalla or a suburb of Whyalla or at Iron Knob or Iron Baron will be paid the following allowance:

Class of Person	$ per annum
Adults	26
Juniors	13

Clause 6.13 Fares and Travelling

OPDATE 29:01:2026 on and from
Subclause (A) shall apply to all employees of the Department for Environment and Water, Department of Primary Industries and Resources, Department for Infrastructure and Transport, and SA Housing Trust except for any employees attached to the Construction and Contracts Section,

(A)(1) All Employees -

(a) As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

(b) An employee transferred from one site to another during ordinary working hours shall be paid for the time occupied in travelling and unless transported or an offer of transport is made free of charge by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites. Provided that where an employer requests an employee to use his own motor vehicle to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the following rate:

Vehicle with an engine of 4 cylinders or less	Vehicle with an engine of more than 4 cylinders with a rotary engine
Rate for first 16 100 kilometres travelled in a year	
54.5 cents	69.9 cents/kilometre
Rate for use in excess of 16 100 kilometres travelled in a year	
16.4 cents/km	20.1 cents/km

Motor Cycle 28 cents/kilometre

(2) Employees Attached to Depots and Workshops -

(a) Transport not provided - Employees engaged upon work within a radius of 30 kilometres from the employees normal departmental depot or workshop shall be paid an allowance of $7.60 per day to compensate for excess fares and travelling time to and from places of work.

(b) Transport provided - Where the employer provides or offers to provide transport with suitable seating accommodation free of charge from the employee's normal departmental depot or workshop to employees engaged upon construction or maintenance work, an allowance of $3.80 per day shall be paid to compensate for excess fares and travelling time to and from places of work.

(c) Travel outside 30 kilometre radius - Where an employee travels daily to a job located outside the 30 kilometre radius prescribed in (a) and (b) above, the employee shall be paid at the ordinary hourly rate calculated to the nearest quarter of an hour, with a minimum payment as for one quarter hour for each journey, for any time outside ordinary working hours reasonably spent in travelling daily from the 30 kilometre radius to the job and returning to that radius, in addition to the allowances prescribed in (a) and (b) above.

(d) The allowances prescribed in (a), (b) and (c) above shall not be payable if an employee qualifies for payment under subclause 5, Distant Work, of this clause.

(3) Construction Employees not Attached to permanent Depots and Workshops -

(a) Employees engaged on work within a radius of 30 kilometres from the GPO Adelaide shall be paid an allowance of $12.40 per day to compensate for fares and travelling time to and from the place of work.

(b) Where an employee travels daily to a job located outside the radius prescribed in (a) above, they shall be paid at the ordinary hourly rate calculated to the nearest quarter of an hour, with a minimum payment as for one quarter hour for each journey, for any time outside ordinary working hours reasonably spent in travelling daily from the 30 kilometre radius to the job and returning to that radius, in addition to the allowance prescribed in (a) above.

(c) The travelling allowances prescribed in this Clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation to work.

(4) Employees Living in Camps or Accommodation Arranged or Provided by the Employer -

(a) Where an employee is transported (or transport is offered) between the place of work and the camp or accommodation, the employee shall be paid an allowance of $6.10 per day. This allowance shall be paid for all travelling within a radius of 30 kilometres of the camp or accommodation.

(b) Where an employee travels daily to a job located outside the 30 kilometres radius prescribed in (a) above, the employee shall be paid at the ordinary hourly rate calculated to the nearest quarter of an hour, with a minimum payment as for one quarter hour for each journey, for any time, outside ordinary working hours reasonably spent in travelling daily from the 30 kilometres radius to the job and returning to that radius, in addition to the allowance prescribed in (a) above.

(c) The allowances prescribed in (a) and (b) above shall not be payable if an employee qualifies for payment under subclause 5, Distant Work, of this Clause.

(5) Distant Work -

When an employee is required to perform work at a place which is so far distant from the employee's normal depot, camp or place of work that the employee is required to travel for lengthy periods outside normal working hours, payment for actual time occupied in travelling to and/or from work outside of normal working hours shall be made at the employee's ordinary rate of pay subject to the following conditions:

(i) Where the employee is transported directly from a departmental camp or other accommodation provided by the Department or from the employee's home - payment shall be made if the employee travels for more than 1 hour either way outside of normal working hours.

(ii) Where the employee is required to report to a recognised base or depot or to a nominated picking-up place before being transported to the job - payment shall be made if the employee travels for more than 45 minutes either way outside normal working hours.

(iii) Not more than 8 hours travelling time shall be paid on any one day.

Subclause (B) shall apply to all employees of the Department for Infrastructure and Transport, Department of Primary Industries and Regions and any employee attached to the Construction and Contracts Section of the Department for Environment and Water;

(B)(a) Construction Employees not attached to Permanent Depots and Workshops.

(1) Metropolitan Work

(i) Employees engaged on work within a radius of 30 kilometres from the GPO Adelaide shall be paid an allowance of $12.40 per day to compensate for fares and travelling time to and from the place of work.

This allowance shall not be payable if the employer provides or offers to provide transport with suitable seating accommodation free of charge from the employee's home or camp or nominated starting point to the employee's place of work in which case an allowance of $6.10 per day shall be paid to compensate for excess fares and travelling time.

(ii) Where an employee travels daily to a job located outside the radius prescribed in (i) above, they shall be paid at the ordinary hourly rate calculated to the nearest quarter of an hour, with a minimum payment as for one-quarter hour for each journey, for any time outside ordinary working hours reasonably spent in travelling daily from the 30 kilometres radios to the job and returning to that radius, in addition to the allowance prescribed in (i) above. The employee shall also be paid the cost of fares necessarily and reasonably incurred in travelling beyond such radius. Where public conveyance of the employee to and from the radius to the job site is not available, unless a conveyance or an offer of conveyance be provided by the employer to transport the employee to and from the place of work, to the radius, the employee shall be paid an allowance at the following rates for the use of the employees own motor vehicle to and from the job site to the radius -

	Vehicle with an engine of 4 cylinders or less	Vehicle with an engine of more than 4 cylinders with a rotary engine
Rate for first 16 100 kilometres travelled in a year	54.5 cents	69.9 cents/kilometre
Rate for use in excess of 16 100 kilometres miles travelled in a year	16.4 cents/km	20.1 cents/km
Motor Cycle	28 cents/kilometre	

(2) Country Work

Where an employee travels to a job which is carried out from a camp or nominated starting point that is situated more than 30 kilometres from the GPO Adelaide the employee shall be paid allowances on the same basis as provided for in subclause (a)(1) above but the camp or nominated starting point shall be utilised as the centre of the radius for calculation of the allowance payable, in lieu of the GPO Adelaide.

Distant Work -

Notwithstanding the provisions of subclause (a)(1) and (a)(2) above when an employee is so far distant from the employee's normal depot, camp or place of work that the employee is required to travel for lengthy periods outside the employee's normal working hours, payment for actual time occupied in travelling to and/or from work outside of normal working hours shall be made at the employee's ordinary rate of pay subject to the following conditions:

(i) Where the employee is transported directly from a departmental camp or other accommodation provided by the Department or from the employee's home payment shall be made if the employee travel for more than 1 hour either way outside of normal working hours.

(ii) Where the employee is required to report to a recognised base or depot or to a nominated picking up place before being transported to the job payment shall be made if the employee travels for more than 45 minutes either way outside the employee's normal working hours.

(iii) Not more than 8 hours travelling time shall be paid on any one day.

(b) Employees required to report to a permanent departmental depot, or workshop before proceeding to work site.

An employee required by the employer to report to the employee's normal departmental depot or workshop or other permanent starting point prior to proceeding to the work site shall be paid at the employee's ordinary rate, for all time outside ordinary working hours reasonably spent in travelling from the employee's departmental depot or workshop or permanent starting point to and from the job.

(c) General Provisions

(i) An employee transferred from one site to another during ordinary working hours shall be paid for the time occupied in travelling and unless transported or an offer of transport is made free of charge by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites. Provided that where an employer requests an employee to use the employee's own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance in accordance with the following rates for the use of the employee's car.

	Vehicle with an engine of 4 cylinders or less	Vehicle with an engine of more than 4 cylinders with a rotary engine
Rate for first 16 100 kilometres travelled in a year	54.5 cents	69.9 cents/kilometre
Rate for use in excess of 16 100 kilometres travelled in a year	16.4 cents/km	20.1 cents/km
Motor Cycle	28 cents/kilometre	

(ii) The travelling allowances prescribed in this subclause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work.

(iii) Definitions

For the purpose of this clause the 'nominated starting point' shall be fixed by agreement between the employer and the Union.

Clause 6.14 Camp Allowance

OPDATE 09:04:2022 1st pp on or after

6.14.1 Employees who are required to camp or live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day will be paid the following allowances:

6.14.1.1 Where a departmental cook is provided and the cook’s wages are paid by the Government - $21.30 per day.

6.14.1.2 Where an employee is required by a department to “bach” (i.e. a departmental cook is not provided) - $32.10 per day.

6.14.1.3 Provided that each of the above allowances will be increased by $2.60 per day in the case of an employee living in any camp in an area outside the District Council boundaries North of the 34th parallel of latitude.

6.14.2 The allowances specified in 6.14.1 will not be payable in the following circumstances:

6.14.2.1 Department Camp

(a) For Saturdays, Sundays or programmed days off in cases where employees do not report for duty or are absent on leave without pay on the following working day. An employee on leave without pay or absent without leave on a Friday or the day immediately preceding a programmed day off will not qualify for the camp allowance until the next following working day on which the employee reports for duty.

(b) When an employee is absent from duty on annual leave, or leave without pay or absent without leave.

(c) When an employee is absent from camp on paid sick leave.

(d) During Christmas and Easter periods when the works are closed down.

6.14.2.2 Departmental Housing

(a) When an employee is absent from duty on any form of approved leave and does not reside in the departmental house during the period of the absence. Where a weekend or public holiday is included in the period of absence payment of the allowance must not be made for those days.

(b) When an employee is absent without leave.

(c) When an employee is absent from the departmental house during the Christmas and Easter close-down periods.

(d) When an employee is absent from their departmental house on paid sick leave.

PART 7. UNION PROTECTION AND CONSULTATION

OPDATE 29:04:97 on and from

Clause 7.1 Consultative Mechanism

OPDATE 29:04:97 on and from

The parties will establish and maintain a consultative mechanism and procedures appropriate to the size, structure and needs of the Agency to consider matters affecting the efficiency and productivity of employees covered by this award.

Clause 7.2 Grievance and Dispute Settling Procedure

OPDATE 29:01:2026 on and from

7.2.1 Any grievance, industrial dispute or matter likely to create a dispute is to be dealt with in the manner set out in this clause.

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

7.2.3 Unions and the Department are to notify each other in writing the names of their duly accredited representatives who will be responsible, in the first instance, for matters arising on the job. These Union accredited job representatives will be the only persons entitled to make representations on behalf of members of the Union employed by the Department and the accredited departmental representatives will be responsible for dealing with matters raised by the Union job representatives.

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

7.2.5 An accredited Union representative must discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.

7.2.6 If the matter is not resolved at this level the Union representative must ask for it to be referred to the departmental representative nominated under 7.2.3, who will arrange a conference to discuss the matter.

7.2.7 The consultation process as prescribed in sub-clause 7.2.6 is to be commenced within 24 hours of the grievance, dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties.

7.2.8 If the matter is not resolved at the conference convened under sub-clause 7.2.7, the Union representative is to advise the appropriate official of the Union of the matter in issue and a conference on the matter will be arranged. This conference is to be attended by the official or officials and the Union job representative concerned as the Union may decide, and by the designated departmental representative as the Department may decide.

7.2.9 If a matter cannot be resolved when the procedures referred to above have been availed of, the Department and the Union should enter into consultation at a higher level on both sides, as the parties consider appropriate.

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

7.2.11 If the grievance, dispute or likely dispute is not resolved in accordance with these procedures, either party may refer the matter to the South Australian Employment Tribunal.

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

7.2.13 If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute, the party complaining of the delay may take the matter to another level of the procedure if the party decides it is desirable to do so.

7.2.14 In the event of a party failing to observe these procedures, the other party may take such steps as determined necessary to resolve the matter.

7.2.15 These procedures do not restrict the Department or its representatives or a duly authorised official of the Union making representations to each other.

Clause 7.3 Union Delegate

OPDATE 29:04:97 on and from
An employee appointed union delegate in the section or Department in which the employee is employed will, upon notification of this to the employer, be recognised as the accredited representative of the union to which the employee belongs. An accredited union delegate is to be allowed reasonable time during working hours, at a mutually convenient time, to interview the employer or the employer's representative on matters affecting employees whom the accredited delegate represents.

Clause 7.4 Right of Entry

OPDATE 01:10:2019 on and from
7.4.1 An official of an association of employees may enter an employers premises at which one or more members of the association work and:

7.4.1.1 Inspect time books and wages records; and

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

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

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

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

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

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

PART 8. MISCELLANEOUS

OPDATE 29:04:97 on and from

Clause 8.1 Additional Conditions

OPDATE 01:10:2019
For the information of persons affected by this Award, the Tribunal advises that various terms and conditions of employment not specifically dealt with in this Award can be found in the Department of the Premier and Cabinet, Public Sector Workforce Relations - Conditions of Employment for Weekly Paid Employees.

Clause 8.2 Introduction of Change

OPDATE 29:04:97 on and from
8.2.1 Notification of Intended Changes

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

8.2.1.2 "Significant Effects" include major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination and diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. An exception to this arises where the Award makes provision for alteration of any of the other matters referred to herein. In such case, an alteration will be deemed not to have significant effect.

8.2.2 Consultation with Employees and their Union or Unions

8.2.2.1 Amongst other things the employer is to discuss with the employees affected and relevant Union(s), the introduction of the changes referred to in 8.2.1.1, the effects the changes are likely to have on employees and measures to avert or reduce the adverse effects of such changes on employees. In addition, the employer must give prompt consideration to matters raised by the employees and/or the relevant union(s) concerning the changes.

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

8.2.2.3 For the purposes of such discussion, the employer will provide, in writing to the employees concerned and the relevant Union(s), all relevant information about the changes including their nature, their expected effects on the employees and any other matters likely to affect employees except that no employer will be required to disclose confidential information, disclosure of which, when looked at objectively, would be against the employers interests.

Clause 8.3 Existing Conditions

OPDATE 29:04:97 on and from
Nothing contained in this Award will be deemed to alter any existing condition, privilege or custom in respect of any matter not specifically provided for in the Award.

Clause 8.4 Education Assistance & Study Leave

OPDATE 01:10:19 on and from
8.4.1 Applications

Where an employee desires to improve qualifications for the performance of the duties of the employee's present or future position by undertaking a course of part-time study and for this purpose seeks:-

(i) Time off during normal working hours necessary for attendance at lectures, or practical work or examinations; AND/OR

(ii) Reimbursement of fees (where incurred),

the employee must apply to the employer to be eligible as a student for study assistance in accordance with the conditions laid down.

8.4.2 Approved Courses

Courses of study which the Commissioner for Public Sector Employment accepts for the purpose of this Clause include those set out in 8.4.5.

8.4.3 Time Off

The employer will authorise time off for an employee who is approved (as a student eligible) in accordance with the following conditions:-

(i) Time off WITH PAY up to 5 hours per week, plus necessary travelling time. The full time required for essential examinations may be granted without limit.

(ii) When the syllabus requires additional attendance within the study program approved for an employee, apart from the grant of time off with pay, the employer may grant time off WITHOUT PAY. However, an employee may elect to MAKE UP this additional time for lectures up to a maximum of three (3) hours per week as an alternative to time off without pay.

8.4.4 Reimbursement of Fees

The employer will authorise reimbursement of fees to an employee approved (as a student eligible) in accordance with the following conditions:-

(i) Reimbursement is to be limited to lecture or tuition fees and examination fees only.

(ii) Reimbursement will be authorised for any approved subject or subjects passed for which the approved eligible student was enrolled during the relevant academic year.

(iii) Where an employee holds a Commonwealth Scholarship or other award which already provides for payment of fees in whole or part, reimbursement is to be limited to that amount not covered by such award.

(iv) Documentary evidence of those subjects of an approved course passed during the year must be produced (supplementary exams will be deemed to have been held in the main year).

(v) Amounts claimed must be supported by receipts.

(vi) An employee newly employed will be eligible for refund of only that portion of the fees paid relating to the period in which the employee has been in the employ of the Government.

(vii) To qualify for reimbursement a person must be an employee of the Government at the time the examination results are published.

8.4.5 General Approved Courses

STUDY	COURSE LEVEL	COURSE
INSTITUTION		
TAFE SA	Post Trade Certificate	Automotive Elect.
		Automotive Mech.
		Building
		Electrical Fitters
		Electrical Mechanic
		Electronics
		Furnishing Trades
		Mechanical
		Metal Fabrication
		Painting, Decorating and Sign writing
		Plumbing
		Refrigeration Mechanics
		Sheetmetal Work
		Tool Room

		Production Tractor Mechanics
TAFE SA	Certificate Child Care Study	Safety
South Australian Institute of Business and Technology and/or TAFE SA	Technical Certificate	Automotive Building Civil Electrical Electronic Mechanical Production Science Survey

Clause 8.5 Licences to Drive Motor Vehicles

OPDATE 29:04:97 on and from

8.5.1 Where an employee, in order to carry out the employee's duties, is required to drive a departmentally owned vehicle and the employee is solely engaged as a driver or is substantially engaged in driving duties, (ie. for more than 50% of working time the employee is required to use a vehicle in the performance of the employee's duties and is responsible, during that time, for the care of that vehicle), the cost of the licence to drive such vehicle will be reimbursed.

8.5.2 Should an employee be required to upgrade the classification of the employee's drivers licence for Departmental purposes, any additional costs incurred are to be reimbursed.

8.5.3 Employees who hold drivers licences in order to drive their own vehicles are not to be reimbursed if occasionally, or on an irregular basis they drive Government vehicles.

Clause 8.6 Personal Files

OPDATE 29:04:97 on and from

Departments who maintain personal files for weekly paid employees will have regard to the following:-

(i) Relevance

It is the responsibility of the Department to ensure that only relevant information is maintained as well as protecting the privacy of those in relation to whom records are held. Contents of files are to be reviewed and where necessary, culled, to ensure that only relevant documentation is maintained. Documentation culled in this way must be destroyed.

(ii) Performance Reports

Performance reports relating to work ability and conduct which have been seen by the employee concerned, will be maintained in the employee's personal file only for as long as they are relevant to current employment. As a rule this type of information will become outdated after two (2) years.

(iii) Access

Personal files are confidential and must be kept in a secure place where access to them can only be obtained through the person in charge of such files. The only persons who are to permitted to have access to a file are those who are required in the course of their duties to refer to a specific file. An individual employee should be permitted, on request, to inspect the contents of the employee's own personal file. Under no circumstances, other than strictly in the line of duty, must individual employees be allowed to refer to the personal file of another employee.

Clause 8.7 Payment of Private Telephone Rental and Official Calls

OPDATE 29:04:97 on and from

8.7.1 Reimbursement for an employee's private telephone rental and calls charges incurred for official calls must be reimbursed according to the following criteria:-

(i) When employees are directly involved in emergencies concerning life and/or property, including the emergency maintenance of plant equipment.

(ii) When employees need to be available, either for public contact or to support departmental operations outside of normal working hours.

8.7.2 Reimbursement for telephone rental is to be limited to the basic service and equipment charges, unless other circumstance related to the employer's arrangements exist that require employees to have extra connections or equipment.

Clause 8.8 Anti-Discrimination

OPDATE 01:10:2019 on and from

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

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

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

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

(ii) the payment of different wages for employees who have not reached a particular age until considered and determined further by the South Australian Employment Tribunal;

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

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

(i) a matter referred to in 8.8.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

(ii) a matter referred to in 8.8.1 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.

Clause 8.9 Enterprise Flexibility

OPDATE 01:10:2019 on and from

8.9.1 In this Clause a ***relevant Association*** means an organisation of employees that:

(a) has an interest in this Award; and

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

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

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

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

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

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

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

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

8.9.7.1 That the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs.

8.9.7.2 That the majority of employees covered by the agreement genuinely agree to it.

8.9.7.3 That the Award variation necessitated by the agreement is consistent with the requirements of Section 79 of the ***Act***.

Clause 8.10 Additional Compensation for Certain Work Related Injuries or Illnesses

OPDATE 30:09:1987 on and from

The employer must pay and/or provide benefits pursuant to Schedule 7 of this Award.

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

Schedule 1. Rates of Pay

OPDATE 01:10:2022 on and from
(NOTE: rates of pay are operational from 01:07:2026 1st pp on or after)
Except as elsewhere provided in this award, an employee shall be paid at the rates of pay prescribed below for the classification level in which the employee is employed.

	Weekly Rate $ pw
TRAINING LEVEL	1,042.60
CONSTRUCTION AND MAINTENANCE WORKER LEVEL 1	
1st Increment	1,069.20
2nd Increment	1,082.90
3rd Increment	1,096.80
CONSTRUCTION AND MAINTENANCE WORKER LEVEL 2	
1st Increment	1,110.00
2nd Increment	1,123.80
CONSTRUCTION AND MAINTENANCE WORKER LEVEL 3	
1st Increment	1,137.00
2nd Increment	1,154.20
CONSTRUCTION AND MAINTENANCE WORKER LEVEL 4	
1st Increment	1,167.20
2nd Increment	1,181.20
CONSTRUCTION AND MAINTENANCE WORKER LEVEL 5	
1st Increment	1,198.00
2nd Increment	1,211.70
CONSTRUCTION AND MAINTENANCE WORKER LEVEL 6	
1st Increment	1,233.30
2nd Increment	1,248.20
CONSTRUCTION AND MAINTENANCE WORKER LEVEL 7	
1st Increment	1,272.80
2nd Increment	1,287.70

SPECIAL ARRANGEMENTS

(1) Employees performing tasks relating to Channel Operations, as described in the Activity Schedule and who are required for duty seven days per week, will receive a loading of 29.1 per cent on their rate of pay in lieu of all other penalties.

(2) Employees performing tasks relating to Lock Operations, as described in the Activity Schedule, and employed as such prior to 18th April 1992, and who are required for duty seven days per week, will receive a loading of 35.5 per cent on their rate of pay.

(3) Employees performing tasks relating to Barrage Operations as described in the Activity Schedule, and who are required for duty seven days per week, will receive a loading of 36.84 per cent on their rate of pay.

The loadings prescribed for Lock Operations and Barrage Operations in points (2) and (3) respectively compensate employees performing tasks in these operations for all out of hours work performed on Saturdays and Sundays and for Public Holidays not worked.

TEAM LEADER

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

Where an employee performs Team Leader activities for eleven or more employees such employees shall be paid an additional amount of $21.45 per week.

MINIMUM STANDARD FOR REMUNERATION

Notwithstanding any other provision in this Award, the minimum remuneration of employees shall be not less than as set out in the Minimum Standard for Remuneration declaration of the Tribunal pursuant to s.69(3) of the ***Act***.

All wage, salary, commission or bonus payments (however described) made to or for the direct benefit of an employee by an employer may be taken into account for the purposes of satisfying the minimum standard.

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

Schedule 2. Allowances

OPDATE 01:07:2026 (cl. (h)) on and from
OPDATE 01:07:2026 1st pp on or after
The following allowances will be paid as prescribed irrespective of the times at which work is being performed and will not be subject to any premium or penalty additions. Where more than one of the rates prescribed below provides payment for disabilities of substantially the same nature then only the highest of such rates is payable.

(a) Bosun's Chair

An employee required to work on a bosun's chair or Monteith tank will be paid 97 cents per hour or part thereof.

(b) Confined Spaces

An employee required to work in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation will be paid $1.15 cents per hour or part thereof.

(c) Dirty Work

An employee required to perform unusually dirty or offensive work will be paid 95 cents per hour for such work.

(d) Fertiliser Spreading

An employee who, during fertiliser spreading operations on a forest reserve, is required to carry a loaded knapsack, canvas sling or galvanised iron tray of fertiliser on their back will be paid 95 cents per hour for the time so worked.

(e) Grit Blasting

An employee required to undertake grit blasting will be paid an amount of $1.10 cents per hour or part thereof whilst so engaged.

(f) Excessively Dusty Work

An employee required to perform work within a borrow pit, sub-base pit, base course pit or quarry which necessitates exposure to excessively dusty conditions will be paid an additional 95 cents per hour for such work.

(g) Height Allowance

An employee engaged on dam construction working on a tower will be paid as follows, according to the height at which such employee is employed:

(i) over 15m and up to 30m - 95 cents per hour

(ii) over 30m and up to 45m - $1.90 per hour

(iii) over 45m and up to 60m - $2.90 per hour

(iv) over 60m - 95 cents per hour additional for each 15m over 60m

Provided that any special rate prescribed elsewhere in this clause will not be cumulative upon the rates prescribed in this subclause.

(h) Picking Up of Dead Animals

An employee who is requested to pick up, bury or destroy dead animals in a decomposed state will be paid $8.15 for each day or portion of a day that the employee is so employed.

The above provision does not apply to employees of the Department for Infrastructure and Transport who are required to pick up animals that have died in captivity or were destroyed as part of a vermin control or culling/harvesting program.

(i) Septic Tank Effluent

An employee whilst working on sewers or associated works where septic tank effluent is lying on the surface or in the trenches will be paid $1.02 per day or part thereof.

(j) Toxic Substances

(i) Employees required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

(ii) Employees using toxic substances are to be provided with and will use all safeguards as are required by the Government authority or, in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the union and the employer.

(iii) Where such safeguards include the mandatory wearing of protective equipment determined in accordance with placitum (ii) of this sub-clause, such employees will be paid $1.17 cents per hour extra. Employees working in close proximity to employees so engaged will be paid 95 cents per hour extra.

(iv) For the purpose of this subclause toxic substances will include epoxy based materials and all materials which include or require the addition of a catalyst and reactive additives or two such catalyst system will be regarded to be materials of a like nature.

(k) Underground Allowance

An employee required to work in a trench less than 1 metre in width and more than 2.4 metres in depth or an employee working in a trench more than 6 metres in depth irrespective of width, will be paid $4.20 per day or shift.

(l) Wet Work

(i) A wet place means a place where water is continually dripping from overhead so as to saturate the clothing of an employee if unprotected, or a place where the employee is required to stand in water or slush so that the employee's feet become wet if not protected.

(ii) An employee required to work in a wet place (as defined) will be paid an allowance of $3.48 per day or part thereof. Provided that this allowance is not payable where an employee is supplied with rubber boots and adequate waterproof clothing, including waterproof head covering, so as to protect the employee from getting wet or to employees withdrawing timber from a trench or cleaning inside the Happy Valley Reservoir tunnel.

(iii) The waterproof clothing, headgear and boots supplied to an employee shall remain the property of the employer. The loss of such clothing due to any cause arising out of the neglect or misuse by the employee will be a charge against the wages of the employee, provided that no charge is to be made in respect of reasonable wear and tear.

(m) Work Below The Surface

An employee who is required to work below the surface in a seepage shaft will be paid $1.67 per hour whilst so engaged.

(n) Working Underneath a Wharf

An employee working underneath a wharf in the laying or repairing of water mains will be paid 37 cents per hour.

(o) Work in the Rain

(i) Employees who are required to work in the rain to complete a concrete pour to a practical stage will be paid the rate of time and a half for the time so worked, and are to be provided with adequate wet weather gear.

(ii) Employees who are required to work in heavy rain for periods of not less than 15 minutes to complete a bituminous concrete pour to a practical stage will be paid the rate of time and a half for the time so worked, and are to be provided with adequate wet weather gear.

(iii) Employees who are required to work in the rain to repair a burst water main to a satisfactory stage will be paid the rate of time and a half for the time so worked, and are to be provided with adequate wet weather gear.

(p) Availability Allowance

An employee within the SA Water with the classification of Construction and Maintenance Worker Level 6 (District Waterperson) who is required to hold themselves available will be entitled for the week during which they are required to hold themselves available for emergencies outside their ordinary hours, to be paid an allowance equivalent to 8 hours ordinary pay.

(q) Construction Work Allowance

(1) An employee (other than a cave guide, animal attendant or junior employee receiving less than the full adult rate of pay) will in addition to the rates prescribed in Schedule 1 - "Wage Rates" be paid an allowance at the rate of $42.00 per week whilst actually engaged on construction work (as defined) to compensate for the following disabilities:

(i) climatic conditions when working in the open on all types of work;

(ii) the physical disadvantage of climbing stairs or ladders;

(iii) dust blowing in the wind;

(iv) sloppy or muddy conditions;

(v) dirty conditions;

(vi) drippings from newly poured concrete;

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

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

(ix) all other present disabilities not specifically compensated or allowed for by any other provisions of this Award.

(2) "Construction work" means and includes all work performed on site on the construction, alteration, repair or maintenance of roads, reservoirs, locks, wharves, jetties, pipelines, water and sewerage mains and services, drainage works, irrigation and reclamation work, forestry operations, footpaths, fences or other site preparation on "reserves" as defined in Section 5 of the National Parks and Wildlife Act, 1972.

It does not include the following classes of work:

(i) work in, around, and/or adjacent to a workshop, depot, yard, pumping station, treatment works, port installation, camp headquarters, nursery or other similar departmental establishment;

(ii) horticultural or other agricultural operations;

(3) An employee receiving an allowance under the provisions of this clause shall not be entitled to the payment of the allowance prescribed by "Allowances", "Wet Work".

(r) Cleaning Sewer Siphons, Sewerage Pumping Stations and/or Working in Trunk Sewer Structures

An employee engaged in cleaning sewer siphons, sewerage pumping stations and/or working in structures of sewers of 450mm diameter or greater where sewage is present will be paid an amount of $9.63 per day or part thereof. Provided that where it is mandatory for an employee to wear air supplied breathing apparatus such employee will be paid an amount of $19.22 per day or part thereof in lieu of that amount.

This subclause does not apply to employees who perform this work on a continuous and ongoing basis i.e. employees at sewerage treatment installations.

(s) Carting Tar

Employees who are required to cart tar (other than in sealed containers) or tarred materials for spreading upon streets will be paid $3.57 per week in addition to their rate of pay.

(t) Trailers

Employees who are required to drive any motor freight vehicle drawing a trailer along a public highway and/or on construction projects will be paid:

$4.07 extra per day for each loaded single axle trailer or $2.31 extra per day for each empty single axle trailer,

$5.06 extra per day for any other loaded trailer and $2.95 extra per day or any other empty trailer. Not more than one trailer is to be drawn at any one time.

(u) Cranes

Employees who hold a current 2B-2 crane drivers certificate of competency and who are required to drive a goods carrying vehicle with a truck loading crane mounted on the vehicle, will be paid in addition to their ordinary rate of pay, an allowance of $4.85 per day on any day on which they are required to operate the crane.

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

Schedule 3. Translation Arrangements

OPDATE 01:10:2019 on and from

1. This Award contains new classification level definitions and rates of pay.

2. Agencies will examine each position against the new classification level definitions and activity schedules to determine the appropriate classification for each position. This will be completed within 3 months of the variation/making of this award.

3. Employees will be translated into the classification level determined on a wage rate equal to their existing wage rate or if no such wage rate exists, then at the next highest rate available in that level.

4. As part of the translation process the maximum increase that will be payable to any employee will be the weekly equivalent of $750 per annum rounded to the nearest 10 cents i.e. $14.40 per week. Therefore, if translation to the appropriate incremental level in the new wages structure gives an employee an increase in wages greater than $14.40 per week, adjustment of the employee's new rate will be made on the basis of a $14.40 per week increase on the date of translation, with, as appropriate, further increases of no more than $14.40 per week at three monthly intervals thereafter until the employee reaches the appropriate incremental wage.

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

5. Regardless of the date upon which the Agency determines the new classification level of an employee during the 3 month period referred to at point 2, the date of translation shall be deemed to be the date of operation determined by the Tribunal when varying/making the Award.

6. Notwithstanding point 5 above, where an employee's job has been redesigned and/or training has been necessary to allow an employee to be translated into a new classification, the operative date shall be deemed to be the date upon which such job redesign and/or training is completed.

7. Where it has been determined that an employee will be translated into a classification level, the maximum wage rate of which is less than the employee's present substantive rate of pay, (inclusive of service and overaward payment, tradespersons allowance and other allowances where relevant), the employee will be classified at the level but shall be 'pegged' at their existing rate of pay.

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

(i) Where rates of pay are increased as a result of a State Wage Case decision and the increase relates to an economic increase of general application, then 'pegged' rates of pay will be increased accordingly.

(ii) Where rates of pay are increased as a result of a State Wage Case decision and that increase is subject to a prescribed non economic outcome e.g. productivity assessment, structural change etc. then 'pegged' rates of pay will not be increased.

8. Employees whose rate has been 'pegged' shall have that rate of pay maintained by administrative action in accordance with 7 (i) and (ii) above.

9. Where an employee does not agree with the classification level into which the employee has been translated, and the employee has exhausted any local classification review procedures, the employee may invoke the Grievance and Dispute Settling Procedure of this award.

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

Schedule 4. Activities Schedule

OPDATE 29:04:97 on and from

IWS - LEVEL 0

CONSTRUCTION/MAINTENANCE WORKER - TRAINEE

This is a training level in which employees will be expected to acquire, predominantly through on-the-job training, the basic skills and knowledge necessary to perform a range of construction and maintenance activities as described for Level 1 in the Activity Schedule.

Appointment to the Trainee level will be for a period of three months. At the expiration of that time, trainees who have demonstrated a satisfactory work performance could be appointed to a Level 1 position. Trainees whose work performance is deemed to be unsatisfactory after three months may either be offered an extension of their employment or have their employment terminated.

IWS - LEVEL 1

Employees at this level will be required to perform a broad range of routine tasks.

Work at this level is characterised by the following:

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

INDICATIVE *(ie. Characteristic or Representative) tasks which an employee at this level may perform are as listed below. This list is not intended to be exhaustive but only a representative sample of some of the tasks undertaken at this level:-*

CONSTRUCTION/MAINTENANCE WORKER - LEVEL 1

- Mix, place, work with and float concrete or composition mortar.
- Operation and day to day maintenance of mechanical, air, hydraulic or electrically powered hand tools, portable pumps, or walk behind plant and tools.
- Incidental driving of motor vehicles or similar units.
- Assist with the construction, repair, maintenance of pipe lines and services including cleaning of drainage facilities such as culverts, open drains, inlets and kerbs.
- Assisting a Tradesperson

- Operate tip bar of a vehicle to control distribution of material.
- Assist in installing, maintaining, removing or repairing guardrail, posts, signs and other traffic control devices or roadside furniture, including cleaning and painting.
- Assist with the laying of asphalt or premix used in maintenance patching, edging or in construction of roads.
- Assist in pavement marking activities.
- Provide general assistance to support drilling operations.
- Planting of tree seedlings using spades, dibbers or similar hand tools or machine drawn by tractor.
- Pruning of branches from pine trees using manual tools such as shears, saws or axes.
- Spreading of mineral fertilisers by hand or by using manually operated aids such as knapsacks.
- Straightening of young wind blown trees by means of stakes, sods of earth or similar.
- Pine nursery operations including sowing, cutting preparation, fertilising, watering, weeding and the lifting, sorting and packaging of seedlings.
- Unskilled general labouring duties on work sites, depots or camps.
- Transfer seedlings from germination trays to grow containers.
- Restocking or packaging of plants which requires limited botanical knowledge.

Promotion to the next Level

Promotion to the next level is possible following the completion of appropriate training to a level of competency in a range of activities relevant to the next level as determined by the respective worksite requirements and either subject to the availability of a vacancy or an ongoing need for the use of the acquired skills.

IWS - LEVEL 2

Employees at this level will be required to perform either:

* A range of higher level operative tasks above and beyond the skill and knowledge of an employee at Level 1:

Work at this level is characterised by the following:

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

***INDICATIVE** (ie. Characteristic or Representative) tasks which an employee at this level may perform are as listed below. This list is not intended to be exhaustive but only a representative sample of some of the tasks undertaken at this level:-*

CONSTRUCTION/MAINTENANCE WORKER LEVEL 2

- Construction of pipe lines and services including the installation of close timbering and proprietary shoring and cleaning and disinfecting of tanks and facilities.
- Read Meters, (except specials).
- Undertake a range of more specialised gardening activities, including simple pruning, tree lopping and simple tree and shrub transplanting.
- Undertake traffic signal lantern maintenance.
- Provide traffic control.
- Under supervision assist with manufacture of asphalt including unloading, storage and transfer of fuels and bitumen, and record details.
- Operate a hot meld adhesive machine and line removal equipment, and associated duties.
- Undertake traffic surveys in the field using manual techniques.
- General facility, building and equipment maintenance, but not to trade standard, including such things as painting of and minor repairs to buildings.
- Concrete work to finishing stage.
- Semi skilled gardening, nursery, construction and maintenance duties.
- Measurement of logs using log rule and/or weighbridge, not including electronic data entry.
- Weed spraying under supervision, use of power spray equipment including that operated from a vehicle, mixing of chemicals as prescribed, application of sprays and recording of application rates, etc.
- Use and routine maintenance of chainsaws for simple crosscutting, pruning.
- Selling, packing and restocking of goods and plants involving only limited or elementary botanical knowledge and cash handling and invoicing.
- Revegetation work including setting out of work.
- Track and roadworks including construction on walking trails.
- Driving/operation and day-to-day maintenance of boats in inshore waters and on large lakes. (Subject to licensing).

TECHNICAL SUPPORT OPERATIVE LEVEL 1

- Under close technical direction and supervision, assist more senior laboratory staff, in duties associated with the sampling and testing of soils, concrete or bitumen.
- Provision of general assistance in support of survey operations, either in the field or in the Depot, including the driving of survey vehicles as required.
- Provision of general support service to laboratory staff either in the field or in a laboratory.
- Assist in the operation and day to day maintenance of drilling rigs.

Promotion to Level 3

Promotion to Level 3 is possible following the completion of appropriate training to a level of competency in a range of activities relevant to Level 3 as determined by the respective worksite requirements and either subject to the availability of a vacancy or an ongoing need for the use of the acquired skills.

IWS - LEVEL 3

Employees at this level will be required to perform either:

* A range of higher level operation tasks above and beyond the skill and knowledge of an employee at Level 2:

Work at this level is characterised by the following:

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

INDICATIVE *(ie. Characteristic or Representative) tasks which an employee at this level may perform are as listed below. This list is not intended to be exhaustive but only a representative sample of some of the tasks undertaken at this level:-*

CONSTRUCTION/MAINTENANCE WORKER LEVEL 3

- Operation of a two-way radio base station and network.
- Incidental driving and associated routine maintenance of a motor freight vehicle having a makers capacity over 1.2 tonnes and up to and including 6.99 tonnes.
- Carry out chemical handling and dosing procedures of water supply systems.
- Locate, assess and repair water or sewer mains, irrigation services and connections including the laying of pipework around facilities.
- Liaise with customers and report customer complaints.
- Operation of cranes at River Murray Locks and Weirs.
- Operation of pavement marking machinery including hand spray, thermo-plastic applicator, hermix adhesive machines, and associated duties.
- Undertake field traffic surveys including vehicle recording by automatic meters (including use of electronic traffic counters), radar or advisory speed surveys and distance marker surveys, and take responsibility for the operation and field service of equipment.(*to be reviewed*)
- Operate a storage facility in a depot, camp or plant situation, arranging transfer or despatch of goods or materials, recording quantities and monitoring quality.

- Controlling of vertebrate pests by using pesticide treated baits, fumigants and physical methods.
- Use and routine maintenance of brushcutters (certification required).
- Measurement of logs including electronic data entry.
- Operation and associated routine maintenance of a forklift (subject to licensing).
- Routine maintenance and use of chainsaws for felling (which requires L.I.T.A. Chainsaw Maintenance and User Course)

TECHNICAL SUPPORT OPERATIVE LEVEL 2

- Sampling and testing of soils, concrete and/or bitumen and the maintenance of associated records.
- Assist in the operation of a drilling plant (geotechnical) with some understanding of the process involved.
- Conduct and monitor P.H. and soil resistivity tests.
- Laboratory and field testing in one of the following areas: soils and aggregates, concrete, bituminous, or paints and corrosion.
- Operation and day to day maintenance of drilling rigs engaged on basic drilling operations. Provide guidance to lower level employees.
- Assist senior laboratory staff including the preparation of media, monitoring of chemical stores and involvement in technical/laboratory procedures.

PLANT OPERATOR LEVEL 1

* Operation, routine maintenance and assist in more complex maintenance of mechanical equipment up to and including Group 1 items.

Group (1) includes:-

1. Operator lance type hand sprayer.
2. Operator aggregate drier.
3. Operator premix-mix drag spreader.
4. Operator aggregate belt spreader.
5. Operator of joint inserting machine.
6. Operator concrete spray curing machine, self-propelled.
7. Operator pneumatic tyred tractor (below class 3) without power operated attachments.
8. Operator crawler tractor without power operated attachments up to and including class 3.
9. Operator crawler tractor with power operated attachments up to and including class 2.
10. Operator pneumatic tyred tractor without power operated attachments above class 2 up to and including class 6 (this includes tractor titling or one man hitch trailer).
11. Operator pneumatic tyred tractor with power operated attachments, below class 3.
12. Operator rear and bottom dump up to and including 2.5 cubic metres struck capacity.
13. Operator back hoe self-powered (not self-propelled).

14. Operator roller powered, under eight tonnes.

15. Operator roller powered, vibrating, under four tonnes.

16. Operator trenching machine of the small Ditch-Witch type.

17. Operator bitumen sprayer.

18. Screed operator, asphalt paver.

19. Mixer operator, asphalt plant (capacity of less than 10 tonnes of hot mix per hour).

20. Operator concrete spreader, powered, self-propelled.

21. Second driver navy and dragline or dredge type excavator.

22. Operator crawler tractor without power operated attachments class 4 and class 5.

23. Operator crawler tractor with power operated attachments class 3 and class 4.

24. Operator pneumatic tyred tractor without power operated attachments above class 6. (See Note 2 (a) up to and including 170 kW net engine power.)

25. Operator pneumatic tyred tractor with power operated attachments classes 3 to 6. (Not including titling or one man hitch trailer.)

26. Operator trenching machine chain type up to and including 300 mm width.

27. Operator pile driver (power operated winch).

28. Operator rear and bottom dump of capacity greater than 2.25 cubic metres struck, up to and including 15.2 cubic metres struck.

29. Operator mobile crane up to and including eight tonnes capacity.

30. Operator of concrete paver.

31. Operator roadroller, powered, eight tonnes and up to 25 tonnes.

32. Operator roadroller, powered, vibrating, four tonnes and over.

33. Operator crawler loader class 1 to class 4 (see Note 3).

34. Operator pneumatic tyred loader up to and including class 3 (see Note 2).

OR

* Activities associated with Level 2 and the following for no more than 10 employees:

- Allocate and determine work priorities. This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the same of the activity being undertaken.
- Inspect and ensure the quality of work undertaken by employees.
- Advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location.
- Ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained.
- Prepare and maintain records and incident reports.

- Provide an overall on the job leadership role.
- Exercise judgement and advise on matters requiring the application of his/her skills and knowledge.
- Assist in the on-the-job training of employees; and
- Perform associated duties as directed.

Promotion to Level 4

Promotion to Level 4 is possible following the completion of appropriate training to a level of competency in a range of activities relevant to Level 4 as determined by the respective worksite requirements and either subject to the availability of a vacancy or an ongoing need for the use of the acquired skills.

IWS - LEVEL 4

Employees at this level will be required to perform either:

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

Work at this level is characterised by the following:

- tasks performed require skill specialisation and/or extensive training,
- may require the set up, program and operation of machinery, equipment and/or facilities,
- performed under limited direction,
- an ability to determine and appraise methods of work organisation,
- the implementation of detailed directions and procedures,
- provide assistance and guidance within their level of expertise to other employees,
- assist in the provision of on the job training,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- may from time to time perform work of a lower level.

INDICATIVE *(ie. Characteristic or Representative) tasks which an employee at this level may perform are as listed below. This list is not intended to be exhaustive but only a representative sample of some of the tasks undertaken at this level:-*

CONSTRUCTION/MAINTENANCE WORKER LEVEL 4

- Carry out blasting operations. (Licence required).
- Carry out scaffolding operations. (Licence required).
- Set up, operate, and carry out routine maintenance of a levelling laser. (Licence required).
- Carry out licensed rigging work. (Licence required).
- Operator of a self propelled linemarking machine.
- Maintenance, repair and servicing of vehicles and plant not to trade standard.
- Maintenance of reservoirs including vegetation, installation, roads and involves liaison with the public.
- Recording of data for Quality System and Maintenance Management System including maintenance activity recording system (MARS), maintenance planning and scheduling system (MPSS), and maintenance activity data entry system (MADES).
- Incidental driving and associated routine maintenance of a motor freight vehicle having a makers capacity over 7 tonnes.
- Monitor computer controlled telemetry systems, communication centres and co-ordinating movement of maintenance and other services and dealing with public enquiries.
- Operate and maintain large disinfection plant and equipment.
- Take special water meter readings.
- Ongoing management and care of cutting pans, seed pans and plant beds.
- Selective plant propagation such as vegetative methods needed for experimental work.
- Responsible for the daily operation of a plant retail outlet or an event such as a field day or sales trip.
- Use and routine maintenance of chainsaws for felling (which requires L.I.T.A. New Fellers Course).
- Weed spray operation - under limited direction implement short to medium term routine spraying programmes, formulate sprays, keep detailed records work carried out, conditions and rates of application, record and assess results of application and maintain equipment.
- Identifying and marking of trees for harvesting operations and the collection and recording of data.
- Record data associated with park management i.e. wildlife sightings.

TECHNICAL SUPPORT OPERATIVE LEVEL 3

- Provision of support services to laboratory staff, either in the field or in a laboratory:
- Collection of water samples according to a predetermined schedule.
- Mixing of reagents and the preparation of standard solutions.
- Preparation of statistical summaries.
- Conducting tests using chemical additives, including tests to identify "standard" reactions.
- Under direction, the operation of all types of survey instruments and equipment.
- Responsible to a survey party leader for office tasks, including the use of computers.

- Obtain and update as required, departmental plans showing the location of below ground services and other obstructions;
- Carry out search, location and proving duties for road materials.
- Operate a Geotechnical drilling rig and understanding of process involved.
- Operation and day to day maintenance of drilling rigs engaged on deep drilling and/or drilling projects requiring calculation of quantities. Provide training to lower level employees.

OR

* Activities associated with Level 3 and the following for no more than 10 employees:

- allocate and determine work priorities. This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the same of the activity being undertaken.
- inspect and ensure the quality of work undertaken by employees;
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;
- provide an overall on the job leadership role;
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge;
- assist in the on-the-job training of employees; and
- perform associated duties as directed.

Promotion to Level 5

Promotion to Level 5 is possible following the completion of appropriate training to a level of competency in a range of activities relevant to Level 5 as determined by the respective worksite requirements and either subject to the availability of a vacancy or an ongoing need for the use of the acquired skills.

IWS - LEVEL 5

Employees at this level will be required to either:
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* Apply either trade skills, or trade equivalent skills acquired from extensive training and/or experience in a specialised function.

Work at this level is characterised by the following:

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

- may from time to time perform work of a lower level or incidental to their area of expertise,

INDICATIVE *(ie. Characteristic or Representative) tasks which an employee at this level may perform are as listed below. This list is not intended to be exhaustive but only a representative sample of some of the tasks undertaken at this level:-*

CONSTRUCTION/MAINTENANCE WORKER LEVEL 5

- Maintain, implement and update preventative and breakdown maintenance schedules.
- Operator of self propelled linemarking machines over 200 litres but less than 250 litres capacity.
- Specialised fertiliser and chemical application which involves understanding the purpose and nature of the specific task.
- Responsible for the provision of building services including program maintenance and initiate breakdown maintenance to buildings, plant and equipment.
- Undertake surveys and investigations and prepare reports e.g. soil surveys, growth plots.
- Under broad guidelines be responsible for the field control of water supply and sewerage functions in a district, including liaising with customers, working with maintenance gangs, liaison with emergency services and liaison with outside authorities.
- Responsibility for the maintenance of a rural sewerage treatment works.
- Responsible for the implementation of reservoir maintenance programs including vegetation, equipment, plant and liaising with the public.
- Collection, interpretation and recording of data associated with experiments or forest management.
- Assess and order quantities of material required for road pavement and shoulder works.

TECHNICAL SUPPORT OPERATIVE LEVEL 4

- Locate test sites, install, commission and adjust Cathodic Protection systems and determine their effectiveness;
- Complex testing including the reporting of results and outcomes, in any area of soils and aggregates, concrete, bitumen or paints, and corrosion.(*to be reviewed*)
- Operations and day to day maintenance of drilling rigs engaged on deep and complex drilling projects. Provide training to lower level employees.

PLANT OPERATOR LEVEL 2

- Operation, routine maintenance and assist in more complex maintenance of mechanical equipment up to and including Group 2.
- Operation of double steel drum variable vibrating rollers over 4 ton used in pavement construction and laying of asphalt.
- Assist Operator at asphalt production plant.
- Operation and day to day maintenance of a Road Profiler, under 1.0m width.

Group (2) includes:-

1. Operator crawler tractor without power operated attachments above class 5.

2. Operator crawler tractor with power operated attachments class 5 and class 6.

3. Operator grader power operated, below 35 kW net engine power.

4. Operator excavator up to and including 0.5 cubic metre.

5. Operator trenching machine ladder type, depth greater than 1.5 metres up to 2.4 metres and width above 300 mm up to 450 mm and bucket wheel trencher with equivalent capacity in cubic metres per hour.

6. Operator pneumatic tyred tractor with power operated attachments above class 6 up to and including 170 kW net engine power.

7. Operator self-powered scraper up to and including 12 cubic metres struck capacity.

8. Operator rear and bottom dump exceeding 15.2 cubic metres struck capacity up to and including 30.5 cubic metres.

9. Operator mobile crane with lifting capacity in excess of 8 tonnes up to and including 15 tonnes.

10. Operator pneumatic tyred tractor without power operated attachments above 170 kW net engine power.

11. Operator crawler loader classes 5 and 6 (see Note 3).

12. Operator pneumatic tyred loader above class 3 (see Note 2) up to and including 110 kW net engine power.

13. Operator roadroller, powered, over 25 tonnes.

14. Operator ferry.

15. Operator excavator or pneumatic tyred loader with pneumatically powered rock breaking machine attachment.

16. Operator crawler tractor with power operated attachments classes 7 and 8.

17. Operator grader power operated 35 to 75 kW net engine power inclusive.

18. Operator pneumatic tyred tractor with power operated attachments in excess of 170 kW net engine power.

19. Operator self-powered scraper above 12 cubic metres struck capacity.

20. Operator excavator above 0.5 cubic metres up to and including 2.25 cubic metres. (This group including Gradall.)

21. Operator trenching machine ladder type, greater than 2.4 metres depth, and minimum 450 mm width and bucket wheel trencher equivalent in cubic metres per hour.

22. Operator mobile crane of capacity greater than 15 tonnes up to and including 40 tonnes.

23. Operator rear and bottom dump exceeding 30.5 cubic metres struck capacity.

24. Operator crawler loader above class 6 (see Note 3).

25. Operator pneumatic tyred loader above 110 kW net engine power up to and including 220 kW net engine power.

OR

* Activities associated with Level 4 and the following for no more than 10 employees:

- allocate and determine work priorities. This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the same of the activity being undertaken.
- inspect and ensure the quality of work undertaken by employees;
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;
- provide an overall on the job leadership role;
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge;
- assist in the on-the-job training of employees; and
- perform associated duties as directed.

Promotion to Level 6

Promotion to Level 6 is possible following the completion of appropriate training to a level of competency in a range of activities relevant to Level 6 as determined by the respective worksite requirements and either subject to the availability of a vacancy or an ongoing need for the use of the acquired skills.

IWS - LEVEL 6

Employees at this level will be required to either:

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

Work at this level is characterised by the following:

- understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- may require the set up, program and operation of sophisticated machinery, equipment and/or facilities,
- perform under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of post trade or post trade equivalent guidance and assistance within their own area of expertise to other employees,
- tasks performed are relevant to a particular worksite or location and are performed either as an individual or as a team member,
- may from time to time perform work of a lower level.

INDICATIVE *(ie. Characteristic or Representative) tasks which an employee at this level may perform are as listed below. This list is not intended to be exhaustive but only a representative sample of some of the tasks undertaken at this level:-*

CONSTRUCTION/MAINTENANCE WORKER LEVEL 6

- Application and monitoring of quality control systems at a level appropriate to the level of training and the requirements of the worksite.
- Be accountable for work groups engaged on operation and maintenance of water and sewerage systems, and water and sewage treatment plants.
- Responsible for the field control of water supply and sewerage function including supervision and co-ordination of the daily activities of maintenance gangs and preparation of reports.

TECHNICAL SUPPORT OPERATIVE LEVEL 5

- State Water Laboratory employees classified at Level 5 in this stream be experienced in the collection of water samples for laboratory analysis and will have demonstrated a sustained ability to exercise significant initiative.

PLANT OPERATOR LEVEL 3

- Operation and routine maintenance of a Road Profiler, over 1.0 m width.
- Operation routine maintenance and assist in more complex maintenance of up to and including Group 3 mechanical equipment items.
- Operate a grader involving patrol grading of open surface roads, maintenance of shoulders and spreading of materials not to design levels.
- Operate asphalt or pavement paving machine.

Group (3) includes:-

1. Operator excavator above 2.25 cubic metres.
2. Operator grader power operated, above 70 kW net engine power.
3. Operator pneumatic tyred loader above 220 kW net engine power.
4. Operator mobile crane greater than 40 tonnes capacity.
5. Operator mobile chipper above 220 kW net engine capacity.
6. Operator crawler tractor with power operated attachments Class 9.
7. Operator asphalt paver.

- Operate a grader involving grading to design levels. (N.B. Grading definition, Level 3).
- Provide servicing, fuelling and minor repairs for plant within gangs, assist in major repairs, provide advice on plant operation and administer/suggest training where required.
- Operate asphalt manufacturing plant.
- Train operators in the use of plant up to and including Level PO3 items;
- Operate other non-specified complex major plant items.

OR

* Activities associated with Level 5 and the following for no more than 10 employees:

- allocate and determine work priorities. This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the same of the activity being undertaken.
- inspect and ensure the quality of work undertaken by employees;
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;
- provide an overall on the job leadership role;
- exercise judgement and advise on matters requiring the application of his/her skills and knowledge;
- assist in the on-the-job training of employees; and
- perform associated duties as directed.

NOTE:

1. Crawler Tractors are classified in accordance with Australian Standard D4-1964 'Classification of Crawler Tractor by Weight' as follows:

Class	Shipping weight-pounds ~
1	Up to 3000
2	Over 3000 up to 6000
3	Over 6000 up to 10000
4	Over 10000 up to 15000
5	Over 15000 up to 25000
6	Over 25000 up to 40000
7	Over 40000 up to 60000
8	Over 60000 up to 80000
9	Over 80000

Metric addition of Standard not yet available.

2. (a) Pneumatic tyred tractors up to and including 170 kW net engine power and pneumatic tyred loaders up to and including 110 kW net engine power are classified in accordance with Australian Standard D10-1967 'Classification of Wheeled Tractors for Agriculture Purposes' as follows:

Class	Power Take-off Horse-Power
1	Up to 15
2	Over 15 up to 25
3	Over 25 up to 35
4	Over 35 up to 45
5	Over 45 up to 60
6	Over 60 up to 80
7	Over 80 up to 100
8	Over 100

Metric addition of Standard not yet available.

(b) Pneumatic tyred tractors above 170 kW net engine power and pneumatic tyred loaders above 110 kW net engine power are classified as indicated in the wages table of this clause.

3. Crawler tractor front-end loaders are to be classified using the weight of the tractor including the loader attachment in lieu of the bare shipping weight.

4. Self-propelled rollers are classified by weight complete including maximum ballast.

5. Mobile cranes constructed as an attachment to or modification of a tractor, fall into the appropriate group for the tractor with power operated attachment. Mobile cranes are defined as those mounted on a specially designed chassis or lorry and capable of load manipulation, slewing and levelling under their own power.

6. Tractors without power operated attachment includes tractors:

(i) with power operated attachments not in use; and

(ii) with items which, although they have a power-unit of their own are not controlled by the operator of the tractor except for starting and stopping (for example - Drawn Vibrating Roller).

7. Back hoe when attached to a tractor shall be considered as a power operated attachment to the tractor.

8. Reference to bituminous surfacing equipment or materials includes tar, sprayed work and hot mix work.

All Plant Operator classifications inter alia take into consideration the nature of the work, skill, conditions, under which work is performed (other than those enumerated in Construction Work provisions of the Award) and wear and tear of clothes as a result of the work performed.

IWS - LEVEL 7

Employees at this level will be required to:

* Work above and beyond an employee at Level 6 and will be required to apply a combination of advanced post trade skills derived from accredited training, or equivalent, and team leader activities.

Work at this level is characterised by the following:

- exercises high precision trade skills and/or specialised techniques,
- may involve diagnosis and the implementation of modification techniques, consistent with this level,
- performs under broad guidelines,
- a capacity to initiate and program detailed work functions,
- the interpretation of sophisticated instructions and procedures,
- the provision of advanced post trade or advanced post trade equivalent guidance and assistance within their own area of expertise to other employees,

- work as a team leader,
- may from time to time perform work of a lower level.

INDICATIVE *(ie. Characteristic or Representative) tasks which an employee at this level may perform are as listed below. This list is not intended to be exhaustive but only a representative sample of some of the tasks undertaken at this level:-*

CONSTRUCTION/MAINTENANCE WORKER LEVEL 7

- Engineer - Maratala
- Tradespersons who have completed requirements for classification to Level 7 of the Metal Trades Award and is required to use those skills in the execution of their work.

OR

Work above and beyond an employee at Level 6 and be responsible to a supervisor for control and direction of a group or groups engaged in various construction, operational or maintenance functions and may perform the following:

- keeping of day to day records and assisting with timekeeping function;
- job planning including ordering of materials, and allocation of resources and equipment;
- identifying and setting out of works;
- checking and making decisions on work standards and work quality and measuring progress;
- assessing the most appropriate procedures to be used, giving instructions and ensuring adherence to these procedures;
- ensuring the exercise of safe work practices;
- on the job training of subordinate employees in work skills, including Occupational Health and Safety;
- discipline and assist with selection of employees;
- control of a remote or satellite depot;
- control of day to day use of plant;
- liaison with the public and other organisations.

Duties will be in addition to performing duties at a lower level.

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

Schedule 5 - Training Wage Arrangements

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

CLAUSE S5.1 TITLE

This Schedule shall be known as South Australian Government Civil Construction and Maintenance Award Training Wage Arrangements Schedule.

CLAUSE S5.2 ARRANGEMENT

Clause No.	*Title*
S5.1	Title
S5.2	Arrangement
S5.3	Application
S5.4	Period of operation
S5.5	Definitions
S5.6	Training conditions
S5.7	Employment conditions
S5.8	Wages
S5.9	Disputes settling procedures
S5.10	Dispute settlement over traineeship schemes
S5.11	Part-time traineeships
Section A	Allocation of Traineeships to Wage Levels
Section B	Traineeship Schemes excluded from this Award

CLAUSE S5.3 APPLICATION

S5.3.1 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.

S5.3.2 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 ***Traineeship***s when the AQF III ***Traineeship*** in the ***Training Package*** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this subclause.

S5.3.3 At the conclusion of the ***Traineeship***, and a contract of employment is offered, this Schedule ceases to apply to the employment of the Trainee and the Award shall apply to the former Trainee. The former Trainee will be employed at the relevant classification under the Award.

S5.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S5.4 OPERATION

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

CLAUSE S5.5 DEFINITIONS

S5.5.1 ***Act*** means the *South Australian Skills Act 2008* or any successor legislation.

S5.5.2 ***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.

S5.5.3 ***Approved Training*** means that training which is specified in the ***Training Plan***, which is part of the ***Training Agreement***, which is registered with the ***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.

S5.5.4 ***SC*** means the South Australian Skills Commission under the ***Act***.

S5.5.5 ***Award*** means the South Australian Government Civil Construction and Maintenance Award.

S5.5.6 ***Existing Employee*** means a person employed by the employer under the ***Award*** immediately prior to becoming an ***Adult Trainee***.

S5.5.7 ***Trainee*** is an individual who is a signatory to a ***Training Agreement*** registered with the ***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

S5.5.8 ***Traineeship*** means a system of training which has been approved by the ***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***.

S5.5.9 ***Training Agreement*** means a Contract of Training for a ***Traineeship*** made between the employer and a ***Trainee***, which is registered with the ***SC***.

S5.5.10 ***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.

S5.5.11 ***Training Plan*** means a programme of training which forms part of a ***Training Agreement*** registered with the ***SC***.

S5.5.12 ***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 ***SC***.

S5.5.13 ***Tribunal*** means the South Australian Employment Tribunal

S5.5.14 ***Year 10*** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S5.6 TRAINING CONDITIONS

S5.6.1 The ***Trainee*** shall attend an ***Approved Training*** course or ***Training Program*** prescribed in the ***Training Agreement*** or as notified to the trainee by the ***SC*** in accredited and relevant Training Schemes.

S5.6.2 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 ***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 ***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.

S5.6.3 The employer shall provide a level of supervision in accordance with the ***Traineeship Agreement*** during the ***Traineeship*** period.

S5.6.4 The provisions of the Act dealing with the monitoring by officers of the ***SC*** and the use of training records or work books as part of this monitoring process shall apply to ***Traineeships*** under this Schedule.

CLAUSE S5.7 EMPLOYMENT CONDITIONS

S5.7.1 A full-time ***Trainee*** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV ***Traineeships*** which may extend up to two years full-time, provided that a ***Trainee*** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. Existing employees will not be subject to a probation period. By agreement in writing, and with the consent of the ***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 S5.11 Part-Time Traineeships**,** of this Schedule.

S5.7.2 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.

S5.7.3 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 ***SC*** in accordance with the Act.

S5.7.4 The ***Trainee*** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the ***Approved Training***.

S5.7.5 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.

S5.7.6 **Trainees working overtime**

S5.7.6.1 Reasonable overtime may be worked by the ***Trainee*** provided that it does not affect the successful completion of the ***Approved Training***.

S5.7.6.2 No ***Trainee*** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.

S5.7.6.3 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***.

S5.7.6.4 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.

S5.7.7 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.

S5.7.8 A ***Trainee*** who fails to either complete the ***Traineeship***, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the ***Traineeship***, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award. This clause does not apply to existing employees.

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

CLAUSE S5.8 WAGES

S5.8.1 The weekly wage payable to full-time ***Trainees*** shall be provided in S5.8.4, S5.8.5 and S5.8.6 of this Schedule and in accordance with Clause S6.7 Employment Conditions.

S5.8.2 These wage rates will only apply to ***Trainees*** while they are undertaking an ***Approved Traineeship***, which includes ***Approved Training*** as defined in this Schedule.

S5.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S5.8.4 **Wage Level A**

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

	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		

S5.8.5 **Wage Level B**

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

	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		

S5.8.6 **Wage Level C**

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

	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		

S5.8.7 **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.

S5.8.8 **Wage rates for Certificate IV Traineeships**

S5.8.8.1 ***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.

S5.8.8.2 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

S5.8.9 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***.

S5.8.10 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.

S5.8.11 Section A sets out the Wage Level of a ***Traineeship***.

S5.8.12 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:

S5.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S5.8.12.2 Include any period during which a ***Trainee*** repeats in whole or part of a year of schooling beyond Year 10;

S5.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S5.8.12.4 Have effect on an anniversary date being January 1 in each year.

S5.8.13 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 S5.9 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 S5.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S5.10.1 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.

S5.10.2 The party shall:

S5.10.2.1 Notify the relevant parties of an intention to dispute the particular ***Traineeship Scheme***, identifying the scheme.

S5.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S5.10.2.3 If agreement cannot be reached the matter may be referred to the Commission for conciliation.

S5.10.2.4 If agreement is not reached during conciliation then an application may be made to include the ***Traineeship*** scheme in Section B.

CLAUSE S5.11 PART-TIME TRAINEESHIPS

S5.11.1 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***.

S5.11.1.1 A part-time ***Trainee*** (other than a school-based ***Trainee***) will be engaged to work for no less than an average of 22.5 hours per week, however in special circumstances, including where the employee is an existing employee who already works less than 22.5 hours per week, and with the agreement between the employer and employee, a part-time ***Trainee*** can be engaged to work for no less than a minimum average of 15 hours per week.

S5.11.1.2 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.

S5.11.2 **Wages**

S5.11.2.1 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 [S5.11.6.2]	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

S5.11.3 The hours for which payment shall be made are determined as follows:

S5.11.3.1 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.

S5.11.3.2 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.

S5.11.3.3 Where the ***Approved Training*** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (ie the same as for the equivalent full-time ***Traineeship***), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S5.8, 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***.

S5.11.3.4 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***.

S5.11.3.5 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.

S5.11.4 **General Formula**

S5.11.4.1 For ***Traineeships*** not covered by S5.11.2.1, 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:

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

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time ***Trainee*****s** (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 S5.8.4, S5.8.5, S5.8.6 and S5.8.7 of this Schedule.

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

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

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

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

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

S5.11.5 **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:

$$\$461.00 \times \frac{15 - 3.8}{30.4} = \$169.84$$ (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.

S5.11.6 **Employment conditions for all part-time trainees**

S5.11.6.1 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.

S5.11.6.2 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.

S5.11.6.3 A part-time ***Trainee*** may, by agreement, transfer from a part-time to a full-time ***Traineeship*** position should one become available.

S5.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time ***Trainees***.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

Training Package	*Certificate Level*
Administration	I II III
Assessment and Workplace Training	III
Beauty (National)	III
Black Coal	II III
Business Services	I II III
Chemical, Hydrocarbons and Oil Refining	III

Training Package	*Certificate Level*
Civil Construction (This Schedule does not apply to these ***traineeships*** where another Award already provides for the ***traineeship***)	III
Community Services	II III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	II
Hospitality Industry	III
Information Technology	II III
Laboratory Operations	III
Local Government (Environmental Health & Regulation	II III
Local Government (General Construction)	III
Local Government (Governance & Administration)	I II III
Local Government (Government)	II III
Manufactured Mineral Products	III
Metal and Engineering Industry	
- Engineering Production Certificate	III
- Technical Traineeship	III
Museum and Library/Information Services	II III
National Public Services	II III
Plastics, Rubber and Cable-making	III
Public Services	II III
Retail	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism	I II III
Transport and Distribution	III
	II
Water Industries (Utilities)	III
Wholesale Training	III

Wage Level B

Training Package	*Certificate Level*
Aeroskills Industry - This Award does not apply to these ***traineeships*** where another Award already provides for the ***traineeship***	II
Asset Maintenance	II III
Asset Security	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing Film, TV, Radio and Multimedia	II III
Automotive Industry Retail Service and Repair	II
Beauty (National)	II
Caravan Industry	I II III
Civil Construction (This Schedule does not apply to these ***traineeships*** where another Award already provides for the ***traineeship***)	I II
Entertainment Industry	I II III
Extractive Industry	II III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II
Gas Industry (Utilities)	II
Hospitality Industry	I II
Local Government (General Construction)	I II
Manufactured Mineral Products	I II
Metal and Engineering Industry	I II
National Community Recreation Industry	II III
National Fitness Industry	II III
National Outdoor Recreation Industry	II III
National Sport Industry	I II III
Plastics, Rubber and Cablemaking	I II
Public Safety	II
Printing and Graphic Arts	II
Pulp & Paper Manufacturing Industries	I II
Retail	II
Textile, Clothing and Footwear	I

Training Package	*Certificate Level*
	II
Transport and Distribution	I II
Veterinary Nursing	I II III
Water Industry (Utilities)	II
Wholesale Training	II

Wage Level C

Training Package	*Certificate Level*
Agriculture	I II III
Horticulture	I II III
Music	I II III
Racing Industry	II III
Seafood Industry	I II III

Part B, Old Traineeships Titles and Wage Levels

Wage Level A

Advanced Engineering Traineeship Level 3
Advanced Engineering - (A/B)
Arts Administration
AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project
Bakers Delight - Store Management
Bank Officer
Banking ATS
Basic Horticulture
Basic Horticulture - Local Government (Tas)
Building and Construction Administration Clerk
Certificate Vocational Studies Building and Construction Administration Assistant
Certificate III in Beauty
Certificate III in Care Support Services (Personal Assistant)
Certificate III in Care Support Services (Nursing Assistant)
Certificate III in Floristry
Certificate III in Nail Technology/Small Business
Certificate III in Office Administration
Certificate III in Retail Operations
Child Care Worker
Child Care (NSW)
Child Care (Qld)
Child Care (Tas)
Child Care - Local Govt
Clerical Processing (Health Practice)
Communications - Cabling/Equipment Installation
Communications - Customer Support Streams: Telemarketing; Communications Operator
Construction Worker Grade 2, Fit Out & Finish
Construction Worker Grade 2, Structures
Dental Assistant

Disability
Education Industry Traineeships - all streams
Electrical/Electronics Office Admin
Health Ancillary Worker, Dental Assistant (Public Sector Only)
Health Industry Office Skills
Health Office Skills
Home & Community Care
Integration Aide Stream
Language & Literacy Assistant Stream
Library Aide (Education)
Library Assistant
Library Assistant Stream
Literacy Support (Education)
Local Government Maintenance & Construction (Tas)
Marketing & Management (Cultural Industries)
Media Journalism
Medical Office Skills
Medical Receptionist
Municipal Administration/Local Government Office Library Assistant (Local Government)
Municipal Works (Qld)/Local Government Works (NSW)
Nursing - Division 2 (Enrolled Nurse)
Office Support Stream
Optical Dispensing
Organising Works
Patient Services Assistant (Public Sector Only)
Personal Carer
Real Estate - AVC Pilot
Real Estate Office
Residential Aged Care
State Public Sector Clerical (All States)
Therapy Assistant
Tourism Traineeship - Streams
Youth Worker

Wage Level B

Aluminium Fabrication
Air Freight Forwarding
Automotive Drafting
Baking
Certificate II in Floristry
Certificate II in Make-up Artistry
Certificate II in Nail Technology
Certificate II in Retail Cosmetic Assistant
Certificate in Food Processing (Rice) - Level 1
Certificate in Food Processing (Rice) - Level 2
Certificate in Pharmaceutical Manufacturing - Level 1
Certificate in Pharmaceutical Manufacturing - Level 2
Certificate Vocational Studies - Electrical
Certificate Vocational Studies - Municipal Maintenance (Vic, Tas)
Certificate Vocational Studies - Municipal Works
Certificate Level 2 Television Operations Techniques
Chemical
Clothing Production
Communications Systems Installation
Community Pharmacy (Operations) - Cert I in Retail
Community Pharmacy (Operations) - Cert II in Retail
Community Pharmacy (Operations - Marketing) - Cert III in Retail
Community Pharmacy (Operations - Supervision) - Cert III in Retail
Computer Assembly
Concrete Worker
Construction Worker Grade 1 - Fit Out & Finish
Construction Worker Grade 1 - Structures
Deckhands

Electrical/Electronic Production CST
Electrical/Electronic Production (non MIA)
Electrical Wholesaling
Electronics Auto Accessories
Electronics Equipment
Electronics Sales
Electrotechnology Manufacturing
Essential Services Operator
Fast Food CST
Fitness Instruction
Food Preparation & Services CST
Food Services (State PS)
Forest Growing
Forest Harvesting
Furnishing Industry Sales (Product Knowledge)
Furniture Production
General & Commercial Waste Management/Resource Recovery
Harvesting
Heating & Cooling
Industrial Blaster/Coater
Lead Lighting
Live Theatre (Technical) (APACA)
Local Government Child Care
Meat Preparation, Packaging & Sales
Merchandising
Millinery
Municipal & General Waste Management
Municipal Works (Vic, SA)
National Meat Processing - Meat Retailing
National Multimedia Industry
Panel Products
Pharmaceutical Manufacturing
Plastics
Pulp & Paper Making
Pulp & Paper Processing
Retail Operations Certificate 2
Retail Waste Management
Sales/Marketing
Sawmilling & Processing
Security System Installation
Support Worker
Survey Assistant
Survey Technical Assistant
Television & Video Production
Television Operations Techniques
Television Operation Traineeship
Textiles
Timber Merchandising
Vehicle Industry Certificate
Vehicle Manufacturing (CST)
Waste Management
Waste Operation
Water Management
Wholesale Customer Services Sales Representative Traineeship

Wage Level C

Aquaculture (Fin Fish & Shell Fish)
Community Radio
Community Radio Broadcasting Certificate 2
Electro Communications
Electro Trades
Floristry
Introductory Training Program - Fit Out & Finish

Introductory Training Program - Structures
Land Conservation & Restoration
Municipal & General Waste Management
Municipal & General Waste Management (Operations)
Music Business
Personal Carer - Assistant in Nursing/Personal Care worker
Pulp & Paper CST
Seafood Handling & Processing
Stablehand/Track Rider
Wardsperson

SECTION B

Traineeship schemes excluded from this award

Nil

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

Schedule 6 – Supported Wage Provisions

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

CLAUSE S6.1 DEFINITIONS

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

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

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

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

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

CLAUSE S6.2 ELIGIBILITY CRITERIA

S6.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a *Disability Support Pension*.

S6.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.

S6.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (as amended) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a *Disability Support Pension* in accordance with the requirements of the *Disability Services Act 1986* (as amended) and the Standards contained therein, as amended from time to time.

CLAUSE S6.3 SUPPORTED WAGE RATES

S6.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause S6.4)	*% of prescribed Award rates*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S6.3.2 Provided that the minimum amount payable will not be less than $117.44 per week.

S6.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

CLAUSE S6.4 ASSESSMENT OF CAPACITY

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

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

(b) the employer and an ***accredited assessor*** acceptable to the employee and the employee's advisers and to the employer.

CLAUSE S6.5 LODGEMENT OF ASSESSMENT INSTRUMENT

S6.5.1 All ***assessment instruments*** under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the employer with the Registrar of SAET.

S6.5.2 All ***assessment instruments*** will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

CLAUSE S6.6 REVIEW OF ASSESSMENT

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

CLAUSE S6.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE S6.8 WORKPLACE ADJUSTMENT

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

CLAUSE S6.9 TRIAL PERIOD

S6.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

S6.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

S6.9.3 The minimum amount payable to the employee during the trial period will not be less than $117.44 per week.

S6.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.

S6.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S6.4.

SOUTH AUSTRALIAN GOVERNMENT CIVIL CONSTRUCTION AND MAINTENANCE AWARD

Schedule 7 - Additional compensation for certain work-related injuries or illnesses

OPDATE 29:01:2026 on and from

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PART 1 – INTRODUCTION

1. This Schedule provides benefits to eligible employees with eligible injuries that would have been applicable under the *WR&C Act* if they cease to be entitled to similar benefits under the *RTW Act*.

2. A return to work within the meaning of the *RTW Act* is the main objective in managing all work injuries. The primary return to work objective will be employment in the employee's agency. New or other return to work options can only be explored when return to work options within the employee's agency have been fully explored (and the onus of proof to establish this lies with the employer) or if the employee requests the exploration of new or other employment options in writing (which request may be withdrawn). The relevant unions will reasonably support and cooperate in the pursuit of this objective.

3. This Schedule operates in addition to and not instead of any entitlements applicable under any other statute or law, except that:

   3.1 any payment which would otherwise be payable under This Schedule will not be payable if precisely the same payment has already been made under a Compensation Act: and

   3.2 if an eligible employee receives a payment for economic loss pursuant to Part 4 Division 6 of the *RTW Act*, clauses 60 through 63 apply.

4. Providing the criteria in clauses 35 through 36 are met, if an entitlement has been claimed by an eligible employee under a Compensation Act and that claim has been rejected, any equivalent or similar entitlement may be claimed, and if rejected, disputed under this Schedule notwithstanding that proceedings relating to the rejected Compensation Act claim are extant. In making such a claim or in any dispute about such a claim, the matter should proceed on the basis that the relevant claim under a Compensation Act shall remain rejected.

5. If the employer is considering making a decision about an employee's entitlements pursuant to This Schedule which may be adverse to the relevant employee, the employer must provide procedural fairness to the relevant employee before any final decision is made.

6. Claims for entitlements under this Schedule must be made in writing.

PART 2 – DEFINITIONS IN THIS SCHEDULE

7. "Average Weekly Earnings" means Average Weekly Earnings under s4(1) of the RTW Act;

8. "Compensation Act" means either or both or all of the *Workers Rehabilitation and Compensation Act 1986*, the *Return to Work Act 2014*, and any successor legislation to the *Return to Work Act 2014.* Insofar as references in this schedule to

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

9. "Benefits" or "entitlements" means weekly payments of income maintenance or medical and/or like expenses or an entitlement to a reasonable rehabilitation/return to work plan pursuant to this schedule.

10. "Claims income compensation" means either an express request to be paid income compensation pursuant to this Schedule or, if an eligible employee is in receipt of income compensation pursuant to this schedule, the absence of a request to cease payments of income compensation.

11. "Eligible employee" means:

    11.1 current and former employees (irrespective of when a former employee's employment ceased); who

    11.2 have had a claim accepted under a Compensation Act;

    but does not include

    11.3 former employees whose employment has been lawfully terminated by the employer on the ground of serious and wilful misconduct and/or criminal conduct.

12. "Income compensation lump-sum" means a lump sum payment in an agreed amount and on agreed terms and in accordance with attachment 2 to this Schedule to forever end an entitlement to income compensation pursuant to this Schedule in respect of a particular injury or injuries.

13. "Independent medical adviser" means an independent medical adviser under s4(1) of the *RTW Act*;

14. "Injury" means an injury within the meaning of s4(1) of the *RTW Act*.

15. "Interest" means interest calculated in accordance with Regulation 38 of the *Return to Work Regulations 2015* as at 1 July 2017.

16. "Medical and/or related expenses" means any cost payable or to be payable in respect of costs provided for by s33 of the *RTW Act*, such as services, appliances, medicines, materials, travel and accommodation.

17. "Medical expense lump-sum" means a lump sum payment in an agreed amount and on agreed terms in accordance with attachment 2 of this Schedule to forever end an entitlement to medical and/or related expense compensation pursuant to this Schedule in respect of a particular injury or injuries.

18. "No current work capacity" means a present inability arising from the particular eligible injury or the combined effect of one or more eligible injuries such that the eligible employee is not able to return to work, either:

    18.1 if the employer has made and continues to make such work available, in suitable employment in his or her employment at the time of the occurrence of the injury or injuries; or

    18.2 in other suitable employment.

19. "Notional Weekly Earnings" means the eligible employee's Notional Weekly Earnings under the relevant Compensation Act as adjusted pursuant to Part 9 of this Schedule.

20. "Professional representative" means a legal practitioner or other person who has been engaged or appointed to represent a party to proceedings before SAET (whether personally or through an employee or agent).

21. "Recognised health practitioner" means a recognised health practitioner within the meaning of s4(1) of the *RTW Act*;

22. "Recovery/return to work plan" means a recovery/return to work plan established or continuing under the *RTW Act* or this Schedule.

23. "Retiring age" means "retiring age" as defined in s44(1) of the RTW Act.

24. "*RTW Act*" or *Return to work Act 2014(SA)* means the *Return to Work Act 2014(SA)* as at 1 July 2017 (and all references to the RTW Act and Regulations under that Act are references to that Act and the relevant Regulations as at 1 July 2017, subject to any express contrary intention);

25. "SAET" means the South Australian Employment Tribunal;

26. "Seriously injured worker" has the same meaning as under the *RTW Act*;

27. "Suitable employment" means suitable employment as defined under s4(1) of the *RTW Act*, and a reference to a recovery/return to work plan or services in that provision extends to a recovery/return to work plan or services under this Schedule.

28. *"WR&C Act"* means the *Workers Rehabilitation and Compensation Act 1986 (SA)*.

PART 3 – ELIGIBLE INJURIES

Only eligible employees can have eligible injuries

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

Temporal connection to employment

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

    30.1 attending work in accordance with their employment; or

    30.2 performing the work for which they are employed.

Causal connection to criminal conduct or dangerous situations

31. To be an eligible injury the injury *must* have:

    31.1 resulted from conduct directed at the employee that is or appears to be a criminal offence; and/or

    31.2 occurred as a direct and immediate result of conduct that is or appears to be a criminal offence;

    31.3 occurred in other circumstances where the employee is placed in a dangerous situation (however psychiatric injuries are only eligible injuries pursuant to 31.3 if they are caused as a consequence of a specific incident or incidents).

Incapacity required for eligibility

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

When an injury ceases to be an eligible injury

33. An eligible injury ceases to be an eligible injury when:

    33.1 the injured employee makes a return to work within the meaning of the RTW Act which is sustainable and is earning a salary or wage that is the same or more than their Notional Weekly Earnings; and

    33.2 there is no reasonable basis to incur medical and/or related expenses (whether to treat symptoms or reduce the likelihood of symptoms recurring or for any other reason deemed appropriate by a medical practitioner).

When an injury resumes being an eligible injury

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

Compensation Act status for an injury to be an eligible injury

35. To be an eligible injury a claim for compensation relating to the injury must have been accepted under a Compensation Act.

36. If, in relation to a particular injury:

    36.1 no compensation has been paid under the RTW Act and no Recovery/Return to Work Plan has been established under the RTW Act;

    36.2 that injury is only an eligible injury to the extent that the eligible employee would be entitled to receive benefits or entitlements under the *WR & C Act* (disregarding the operation of the *RTW Act*).

Consequential injuries taken to be part of original eligible injuries

37. Any injury arising out of or in the course of an eligible employee's attendance at a place to:

    37.1 receive a medical service in relation to an eligible injury; and/or

    37.2 obtain a medical report or certificate (or to be examined for that purpose) in relation to an eligible injury; and/or

    37.3 receive services or assistance or perform activities intended to assist the eligible employee's recovery or return to work or restoration to the community in relation to an eligible injury; and/or

    37.4 apply for, or receive, compensation in relation to an eligible injury;

    will be taken to constitute part of the original eligible injury, whether or not the eligible employee had additional reasons for attending at that place (for example, if an injury arose from performing activities at the eligible employee's home recommended by a doctor to assist in recovering from an eligible injury).

Injuries and incapacity attributable to surgery etc.

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

PART 4 – MEDICAL EXPENSE ENTITLEMENTS AND LUMP SUMS

Medical and related expenses entitlement

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

Medical expense lump sums

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

Medical and related expenses – effect of medical expense lump sum

41. Once an eligible employee has received a medical expense lump sum payment the employer is not obliged to pay compensation for medical and for related expenses pursuant to this schedule if:

    41.1 medical and/or related expenses are incurred in consequence of a particular eligible injury after the day when the eligible employee receives a medical expense lump sum payment; and

    41.2 a medical expense lump sum payment received by the eligible employee is specifically in respect of that particular eligible injury.

Medical and related expenses – pre approval

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

PART 5 – INCOME COMPENSATION ENTITLEMENTS & LUMP SUMS

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

Work capacity review

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

Income compensation – quantum

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

Income compensation – duration

46. An eligible employee's entitlement to income compensation ceases when the eligible employee reaches retiring age.

47. If an eligible employee breaches the obligation of mutuality, the eligible employee's entitlement to income compensation may be discontinued for such time as the eligible employee remains in breach of the obligation of mutuality. An eligible employee resigning (other than on medical advice to resign) after claiming income compensation under this Schedule breaches mutuality. Lawful termination of employment by the employer on the ground of serious and wilful misconduct and/or criminal conduct breaches mutuality.

48. An eligible employee's entitlement to income compensation may be discontinued if there is a disentitling assessment on a work capacity review.

Work Capacity Review

49. An eligible employee's entitlement to receive income compensation does not commence unless the eligible employee is assessed in relation to the cumulative effect of one or more eligible injuries (an **entitling assessment**) by the employer as:

    49.1 having no current work capacity; and

    49.2 likely to continue indefinitely to have no current work capacity; or

    49.3 being in employment but because of the injury is likely to continue indefinitely to be incapable of undertaking further or additional employment or work that would increase the eligible employee's current weekly earnings.

50. The employer may make an entitling assessment on any basis.

51. A **disentitling assessment** is an assessment that the eligible employee does not meet the criteria in clause 49. A disentitling assessment can only be made if:

    51.1 the employer has sought and obtained an opinion from an IMA (whose expertise is appropriate to the particular injury) about whether the eligible employee meets the criteria in clause 49; and

    51.2 if the eligible employee has earnings in employment or other work, the IMA considers that notwithstanding the eligible injury or injuries the eligible employee is, and is likely to continue indefinitely to be, capable of undertaking further or additional employment or work which would increase the eligible employee's earnings, and specifies what that additional employment or work is; and

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

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

Work capacity review & ceasing income compensation

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

Work capacity reviews & commencing or recommencing income compensation

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

First work capacity review: timing

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

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

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

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

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

Reassessment

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

Income compensation – effect of income compensation lump sum

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

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

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

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

Income compensation – effect of lump sum payment for economic loss

60. If this Award applies to an employee who claims compensation pursuant to Part 4 Division 6 of the *RTW Act*, before paying any such compensation the employer must:

60.1 give the employee written notice of:

60.1.1 the dollar amount of compensation the employer says the employee is entitled to; and

60.1.2 clause 60 through 63 of this Schedule; and

60.2 request written confirmation from the employee that, having regard to clauses 60 through 63 of this Schedule, they wish to be paid compensation pursuant to Part 4, Division 6 of the *RTW Act* and allow a reasonable time for the employee to respond in writing.

61. If an eligible employee has received a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**) 3 months or more after this Schedule is inserted into the Award the eligible employee is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

62. If an eligible employee has received a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**) before 3 months after this Schedule is inserted into the Award, the eligible employee is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to unless they agree in writing to repay the payment and comply with that agreement, with repayments to be made by periodic payments in accordance with clause 78.1 unless otherwise agreed in writing.

63. If an eligible employee has received income compensation pursuant to this Schedule and then receives a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**):

63.1 the eligible employee ceases to be entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to; and

63.2 the employer is entitled to deduct from the payment any income compensation previously paid to the eligible employee pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

PART 6 – RECOVERY/RETURN TO WORK PLANS

Continuing operation of plans established under the RTW Act

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

When plans are established – entitlement

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

Content of plans

66. A recovery/return to work plan may provide for any assistance, service, payments or return to work arrangement that may reasonably assist the full restoration of the eligible employee to the workforce and/or the community, including by alleviating the impact of the disability so far as is possible. A recovery/return to work plan must assist the full restoration of the eligible employee to the workforce and/or the community, including by alleviating the impact of the disability, so far as is reasonable practicable, and must be in accordance with Attachment 1 to this Schedule.

67. Recovery/return to work plans under this Schedule may not impose unreasonable obligations on eligible employees.

68. An eligible employee whose entitlements under this Schedule are not exhausted is entitled to a reasonable recovery/return to work plan if the employer establishes a recovery/return to work plan or if the employee requests a recovery/return to work plan.

69. If:

    69.1 an eligible employee who has been incapacitated for work in consequence of an eligible injury is able to return to work, whether on a full time or part time basis and whether or not to his or her previous employment;

    69.2 the employer must provide suitable employment for the eligible employee (the employment being employment for which the eligible employee is fit and subject to that qualification employment which is, so far as reasonably practicable the same as, or equivalent to, the employment in which the eligible employee was working immediately before the incapacity) as part of a recovery/return to work plan;

    69.3 if the eligible employee requests it, but not if it is not reasonably practicable to provide such employment (and the onus of establishing that lies on the employer); or

    69.4 the eligible employee left the employment of the employer before the commencement of the incapacity for work; or

    69.5 the eligible employee terminated the employment after the commencement of the incapacity for work; or

    69.6 new or other employment options and any ancillary matters have been agreed and remain agreed between the eligible employee and employer and are contained in a current recovery/return to work plan; or

    69.7 the eligible employee has otherwise sustainably returned to work earning at or above the eligible employee's Notional Weekly Earnings.

70. Suitable employment to be provided by the employer includes employment in respect of which the number of hours each day or week that the employee performs work or the range of duties the employee performs is suitably increased in stages.

71. If all eligible employee performs alternative or modified duties pursuant to a recovery/return to work plan, the employer must pay an appropriate wage or salary in respect of those duties.

PART 7 – MUTUAL OBLIGATIONS

72. When an eligible employee is entitled to receive benefits pursuant to this Schedule the employer must reasonably:

    72.1 manage the eligible employee's injury; and

    72.2 provide services and assistance to further the eligible employee's recovery and return to work and/or the community and to alleviate the impact of the disability so far as is possible; and

    72.3 at the employee's request, review any service/s or entitlements provided pursuant to this Schedule and/or investigate any matter, if it appears to the employee that the employer may not be complying with this Schedule and provide the employee with written advice about the outcome of any such review or investigation and any actions the employer will take arising out of any such review or investigation.

73. An employee receiving income compensation under this Schedule must not breach the obligation of mutuality defined by s48(3) and (4) of the *RTW Act*. If an employee breaches mutuality, mutuality may be restored in accordance with the principles application under the *RTW Act*. A breach of mutuality does not alter the employee's entitlement to compensation for medical and/or related expenses.

PART 8 – REDUCTION, DISCONTINUANCE & SUSPENSION OF INCOME COMPENSATION

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

75. Unless clause 52 applies (work capacity reviews – 13 weeks' notice), no cessation or reduction of payments of income compensation may occur until the employee has received at least 28 days written notice of any such cessation or reduction.

76. If a person disputes a decision to reduce, discontinue or suspend their payments of income compensation (by either an application to SAET or the invocation of a dispute resolution procedure in this Award or an applicable enterprise agreement) within one month of the person receiving notice of a decision by the employer to reduce, discontinue or suspend income compensation under this Schedule:

    76.1 the operation of the decision is suspended and –

        76.1.1 income compensation must continue or, if the decision has already taken effect, the income compensation must be reinstated (to its previous level), until the matter first comes before a member of SAET; and

        76.1.2 the employer must make a payment to the person of any income compensation that has not been made between the date that the decision took effect and the date the income compensation is reinstated:

        76.1.3 unless the person elects in writing not to receive payments under this clause; and

    76.2 SAET may as it thinks fit and from time to time, and after having regard to the nature and circumstances of the case:

        76.2.1 further suspend the operation of the decision (from time to time) until the dispute is resolved to avoid the person suffering financial hardship and extra weight must be given to the desirability of requiring the continuation of payments if SAET considers it is reasonably open to the person to dispute the relevant decision;

        76.2.2 vary or revoke a decision under this clause, including to provide that weekly payments will only continue, or continue at a reduced rate, if the person complies with conditions determined by SAET;

        76.2.3 make an order to pay an amount relating to all or any weekly payments that have not been made to the employee during the dispute.

77. If a dispute is ultimately resolved in favour of the employer and the person has been paid more than the person's lawful entitlements to income compensation pursuant to clause 76, the employer may, at the employer's discretion (but subject to this Schedule):

    77.1 recover the excess (and any interest on the excess) from the employee as a debt; or

    77.2 set off the amount recoverable under clause 77.1 against liabilities of the employer to pay the employee under this Schedule or a Compensation Act.

78. If it is reasonable in the circumstances, the employer may set off or recover an amount under clause 77.1 s a single lump sum, or by periodic payments, or by a combination of a lump sum and periodic payments, or in some other manner agreed between the employer and the person in writing, however:

78.1 the employer cannot require a person to make periodic payments exceeding 10% of the person's net income ("net income" means income after the appropriate deduction is made for any income tax and child support payable by the person and any deductions made because of a garnishee order or similar order or requirement or any other deduction imposed by statute) without the person's written agreement;

78.2 the employer may, in its absolute discretion, waive (absolutely or subject to such conditions as the employer thinks fit) the whole or any part of an amount it is entitled to recover, and shall do so if:

78.2.1 the employer is satisfied that the person is experiencing severe financial hardship, or it appears appropriate to do so because of any other special circumstances specific to the person; or

78.2.2 the employer considers it appropriate considering the likely costs associated with recovering the amount and the amount itself;

78.3 unless the person has provided materially false or misleading information to the employer that caused the employer to make the relevant payment/s, the employer must grant these remissions if the total amount payable is repaid within the following periods:

78.3.1 a 15% remission if the total amount is repaid within 1 month of the person first receiving written notification of the amount they are liable to pay;

78.3.2 a 10% remission if the total amount is repaid within 6 months of the person first receiving written notification of the amount they are liable to pay.

79. If a person has made a payment (including by an amount being set off) to the employer under clause 78 the employer must, within two months of the end of the financial year in which the payment is made, furnish the person with a statement that sets out:

79.1 the total amount paid by the person during that financial year; and

79.2 the amount left to be paid (if any); and

79.3 must furnish a final statement within 2 months after the debt is extinguished.

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

80. If an eligible employee takes paid annual or long service leave, the employer may suspend the income compensation that would otherwise be payable to the eligible employee when the eligible employee is on that leave if the employer complies with the notice requirements of this clause.

81. If the employer proposes to suspend the income compensation that would otherwise be payable during such a period of leave, the employer must provide the eligible employee with written notice of that proposal (including details of when income compensation payments under this Schedule will resume) within 14 days of the eligible employee requesting the relevant paid leave.

82. The eligible employee may withdraw the request for paid leave at any time within 14 days of a written notice under clause 81.

83. The employer cannot compel an eligible employee to take leave when they are entitled to income compensation.

PART 9 – ADJUSTMENTS TO INCOME COMPENSATION

Economic adjustments to the level of income compensation

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

Quantum of economic adjustments – industrial instruments

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

Notice requirements before economic adjustment decided

86. At least 28 days before deciding the quantum of an economic adjustment pursuant to this clause, the employer must give the eligible employee written notice of the following:

    86.1 The increase in the rate of remuneration the employer says applies pursuant to clause 85 and how the proposed economic adjustment has been calculated by applying that increase to the eligible employee's pre-existing Notional Weekly Earnings.

    86.2 The increase in the rate of remuneration the employer says would be applicable if an economic adjustment was made in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, and how an economic adjustment would be calculated by applying that increase to the eligible employee's pre-existing Notional Weekly Earnings, and the eligible employee's right to elect in writing to receive an economic adjustment on that basis rather than in accordance with clause 85.

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

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

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

Timing of economic increase based on Industrial Instrument

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

Timing of economic increase based on Wage Price Index

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

Adjustments due to change from original arrangements

90. The employer may, on its own initiative and must at the written request of an eligible employee, review the calculation of the Average Weekly Earnings of the eligible employee (and therefore the Notional Weekly Earnings of the eligible employee) for the purpose of making an adjustment due to:

    90.1 a change in a component of the eligible employee's remuneration used to determine Average Weekly Earnings (including a component constituted by a non-cash benefit); or

    90.2 a change in the equipment or facilities provided or made available to the eligible employee (if relevant to Average Weekly Earnings).

91. Before the employer begins a review under clause 90, the employer must give the eligible employee written notice informing the eligible employee of the proposed review and inviting the eligible employee to make written representations to the employer on the subject of the review within a reasonable time specified in the notice.

92. If the employer finds on a review under clause 90 that there has been a change that warrants an adjustment contemplated by clause 90, the employer shall make the relevant adjustment.

93. An adjustment under clause 90:

93.1 will take effect as an adjustment to the eligible employee's Notional Weekly Earnings (and may therefore increase or reduce income compensation under this Schedule); and

93.2 operates from an appropriate date determined by the employer (which may be an antecedent date but not a date that is before the date of the change on which the adjustment is based and not so as to result in a retrospective reduction in income compensation.

94. For the purpose of a review under clause 90, the employer may, by notice in writing to the eligible employee to whom the review relates, require the eligible employee to furnish any information that the employer reasonably determines to be relevant to the review.

95. If an eligible employee fails to comply with a requirement under clause 94 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible employee.

96. On completing a review under clause 90, the employer must give the eligible employee written notice setting out the employer's decision on the review and the eligible employee's right to dispute the employer's decision.

97. Clauses 90 through 103 do not limit the rights of the employer under any other clause of this Schedule.

General Review of weekly payments

98. The employer may, on its own initiative, and must if requested in writing by an eligible employee, review the amount of the weekly payments made to an eligible employee. The employer is not required to comply with a request for such a review if the request is made within 3 months of the completion of an earlier review.

99. If the employer begins a clause 98 review under this clause, the employer must give the eligible employee written notice informing the eligible employee of the proposed review and inviting the eligible employee to make a written representation to the employer on the subject of the review within a reasonable time specified in the notice.

100. If the employer finds on a clause 98 review that the eligible employee's entitlement to income compensation has ceased, or has increased or decreased, the employer must adjust and may discontinue the income compensation to reflect that finding.

101. For the purpose of a clause 98 review, the employer may, by notice in writing to an eligible employee who is receiving weekly payments, require the eligible employee to submit to an examination by an IMA nominated by the employer or require the eligible employee to furnish evidence of the eligible employee's earnings (other than earnings paid by the employer).

102. If an eligible employee fails to comply with a requirement under clause 101 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible employee.

103. On completing a clause 98 review, the employer must give the eligible employee written notice setting out the employer's decision on the review, and the eligible employee's rights to dispute the employer's decision, in accordance with clause 104.

PART 10 – DECISIONS ON CLAIMS

104. The employer must provide its written decision on a claim for entitlements under this Schedule (including a decision to cease or reduce or suspend income compensation and decisions to review income compensation and decisions on recovery/return to work plans) to the person who made the claim (including by their representative). The written decision must include the information required by s31(8)(b) of the *RTW Act* and regulation 20 of the *RTW Regulations*.

105. The employer must decide claims for entitlements under this Schedule (including claims for the provision of a recovery/return to work plan) as quickly as reasonable practicable and where the claim is for income compensation must, wherever practicable, endeavour to decide the claim within 10 business days from receipt of the claim.

106. A person who believes there has been undue delay in deciding a claim or other matter affecting the person under this Schedule may apply to SAET for expedited determination of the matter.

107. An application for an expedited determination of a matter cannot be made until at least 10 business days after the matter was placed before the relevant decision maker.

108. On an application for expedited determination of a matter, SAET may (in addition to such other powers as SAET may have) give directions SAET considers necessary to expedite the determination of the matter or decide the matter itself.

109. If SAET decides a claim on an application for expedited decision, the decision is to be treated as a decision of the employer.

PART 11 – DISPUTE RESOLUTION

110. For the avoidance of doubt and without limiting such other legal rights as the employer and a person claiming an entitlement under this Schedule may have:

110.1 disputes over the employer's decisions on entitlements under this Schedule may be resolved pursuant to chapter two part one of the Fair Work Act 1994 and/or chapter two part two of the Fair Work Act 1994 (including concurrently) and any successor legislation to those provisions; and

110.2 proceedings and dispute resolution processes taking issue with the employer's decision/s on entitlements under this Schedule may be commenced by either the person claiming the entitlement or his or her union.

111. Proceedings in the SAET about the employer's decision/s on entitlements under this Schedule should, so far as is reasonable practicable, be heard together with such other proceedings between the same parties in the SAET as may exist.

PART 12 – COSTS OF PROCEEDINGS

General Entitlement to Costs

112. A party (other than the employer) is entitled, subject to this Schedule, to an award against the employer for the party's reasonable costs of proceedings for resolution of the matter before SAET.

113. Costs may also be awarded to cover the cost of representation by a legal practitioner or an employee or employee of the employee's union and disbursements incurred by a party to proceedings before SAET up to a reasonable amount reasonable incurred, subject to the qualification that costs for medical services reimbursed as disbursements in the proceedings are limited to the scale of charges applicable at the relevant time that apply for the purposes of s33 of the *RTW Act* or, if a service is not covered by a scale of charges under that section, to an amount determined in accordance with the principles under that section.

114. If SAET is of the opinion that a party:

114.1 has acted unreasonably:

114.1.1 in bringing proceedings before SAET; or

114.1.2 in view of an assessment or recommendation of a SAET member under s43(13) of the *South Australian Employment Tribunal Act 2014*; or

114.1.3 without limiting clause 114.1.2, in failing to discontinue or settle any proceedings before the conclusion of the hearing of a matter; or

114.1.4 in relation to any other aspect of the conduct of proceedings before SAET; or

114.2 has acted frivolously or vexatiously in bringing or in relation to the conduct of proceedings before SAET;

SAET may:

114.3 decline to make an award of costs in favour of the party and may further (if it thinks fit) make an award of costs against the party; or

114.4 reduce the amount of the award of costs to which the party would otherwise have been entitled.

115. Subject to clause 116, an award of costs to cover professional advice or assistance may, if SAET considers appropriate, be made in favour of the person who provided the professional advice or assistance.

116. An award of costs to cover the cost of representation by an employee or employee's union is payable to the union.

117. An award of legal costs cannot exceed 85% of the amount that would be allowable under the relevant Supreme Court scale if the proceedings were in the Supreme Court.

Costs liability of representatives

118. If a professional representative acting for a party to proceedings before SAET under this Schedule (whether personally or through an employee or agent) has caused costs to be incurred improperly or without reasonable cause or to be wasted by undue delay or negligence or by any other misconduct or default, SAET may order:

    118.1 that all or any of the costs between the professional representative and his or her client be disallowed or that the professional representative repay to his or her client the whole or part of any money paid on account of costs;

    118.2 that the professional representative pay to his or her client all or any of the costs which his or her client has been ordered to pay to any party;

    118.3 that the professional representative pay all or any of the costs of any party other than his or her client.

119. Without limiting clause 118, a professional representative is in default for the purposes of that subclause if any proceedings cannot conveniently be heard or proceed, or fail or are adjourned without any useful progress being made, because the professional representative failed to:

    119.1 attend in person or by a proper representative; or

    119.2 file any document which ought to have been filed; or

    119.3 lodge or deliver any document for the use of SAET which ought to have been lodged or delivered; or

    119.4 be prepared with any proper evidence or account; or

    119.5 otherwise proceed.

120. SAET may not make an order against a professional representative under clause 118 unless SAET has informed the professional representative of the nature of the order proposed and allowed the professional representative a reasonable opportunity to make representations, and call evidence, in relation to the matter.

121. SAET may order that notice of any proceedings or order against a professional representative under clause 118 be given to the client in such manner as SAET directs.

122. SAET's power to make an order under clause 118 is exercisable by a presidential member of SAET or another member of SAET who is authorised by a presidential member of SAET to make the particular order.

PART 13 – MISCELLANEOUS

Interest on Delayed Income Compensation

123. If:

    123.1 Income compensation, or part of income compensation, is not paid as and when require to be paid under this Schedule; or

    123.2 the payment of income compensation is delayed pending resolution of a dispute over the employer's decision/s on an entitlement to income compensation under this Schedule; then

    123.3 interest will be paid on any arrears, however, no interest is payable under this clause if the delay is attributable to some fault on the part of the eligible employee.

Interim payments

124. A person may, pending the final determination of a claim, apply to the employer for interim payments of income compensation under this Schedule.

125. The employer must offer to make interim payments if it fails to determine the relevant claim within 10 business days after tile date of receipt of the claim unless the failure to determine the claim is:

    125.1 due to the unreasonable failure or refusal of the person making the claim to attend a medical examination arranged by the employer; or

    125.2 because the employer has arranged an examination for the purposes of a work capacity review and that examination is yet to occur.

126. If on the final determination of a claim (if the employer rejects the claim, the claim is finally determined when any relevant proceedings have been completely finalised) an amount the employee was not entitled to has been paid under this clause, the employer may recover that amount as a debt in a Court of competent jurisdiction.

Income Compensation and Leave Entitlements

127. Section 50 of the *RTW Act* is incorporated into this Schedule. To the extent that s50 of the *RTW Act* is inconsistent with clauses 80 through 83, those clauses prevail.

128. The references to "weekly payments" in s50 of the *RTW Act* as incorporated into this Schedule are to be read as references to income compensation pursuant to this Schedule.

Injuries that develop gradually

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

Costs associated with lump sum payment agreements

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

Review & anomalies

131. The employer and the relevant unions parties to the Award and the employer shall:

    131.1 jointly review the operation of this Schedule with that review to commence 2 years after the order incorporating this Schedule in this Award is made and to conclude within 2 months of commencement; and

    131.2 use their best endeavours to resolve perceived anomalies or perceived unfair situations arising out of the operation of this Schedule or the alteration to the rights of employees arising out of the change from the *WR&C Act* to the *RTW Act.*

SCHEDULE 7

ATTACHMENT 1

RECOVERY/RETURN TO WORK PLAN

Recovery/Return to Work Plan **No:**

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

Details	
Commencement date/action:	Completion date/action:
*Worker's full name:	*Claim no:
Pre-injury occupation:	*Date of birth:
*Pre-injury employer:	*Date of injury:
Return to work coordinator:	*Nature of injury:
Is an interpreter required? Yes ☐ No ☐	Preferred language:

Objectives:

Mandatory: Select at least one of the following objectives

☐ (i) The worker's return to the pre-injury employment with the pre-injury employer;

☐ (ii) The worker's return to different employment with the pre-injury employer;

☐ (iii) The worker's return to the pre-injury employment but with a different employer;

☐ (iv) The worker's return to different employment with a different employer;

☐ (v) The worker's return to independence within the community;

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

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

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

Stay at work/return to work arrangements:						
From	**To**	**Days**	**Hours**	**Work activities**	**Considerations/Restrictions**	**Supervisor (name)**

Important Notice to Eligible Employees

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

Preparation details	
Prepared by:	Telephone:
Position:	Email:
Relevant comments by any party:	

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

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

Established/Approved

Recovery/return to work plan: ☐ **Approved** ☐ **Not approved**

Employer Signature	Initials and surname	Date

Employer Comments:

SCHEDULE 7

ATTACHMENT 2

Lump Sum Agreement To EXTINGUISH RIGHTS

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

Pursuant to Schedule 7 of the South Australian Government Civil Construction and Maintenance Award

This is an agreement between:

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

And

'[Insert Employer Details]. "the employer"

Background

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

Injury Date	Injury Description

2. The employer has undischarged liabilities to the eligible employee to pay income compensation and compensation for medical and/or related expenses [delete "income compensation and" if appropriate] in respect of the injury or injuries in accordance with Schedule 7 of the South Australian Government Civil Construction and Maintenance Award Award **(the undischarged liabilities).**

3. Noting that no lump-sum payment agreement can be finalised unless the eligible employee has received competent professional advice about the consequences of this agreement, the eligible employee has received such advice, as appears from Annexure "A".

4. Noting that no lump-sum payment agreement can be finalised unless the eligible employee has received competent financial advice about the investment or use of the lump sum payment, the eligible employee has received such advice, as appears from Annexure "B".

5. Noting that no lump-sum payment agreement can be finalised unless a recognised health practitioner has certified that the extent of the eligible employee's incapacity resulting from the Injury or Injuries can be determined with a reasonable degree of confidence and has advised the eligible employee about the future medical assistance of any kind that the eligible officer will or is likely to require on account of the Injury or Injuries and any related surgery, treatment or condition, a recognised health practitioner has so certified and has so advised as appears from Annexure "C".

6. The eligible employee and the employer have reached an agreement for the employer to pay a lump sum to the eligible employee which payment will extinguish the undischarged liabilities.

THE ELIGIBLE EMPLOYEE AND THE EMPLOYER HEREBY AGREE AND ACKNOWLEDGE

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

8. That the employer's undischarged liabilities to pay [income compensation and – delete if inapplicable] medical and/or related expense compensation be extinguished by a capital payment of [insert dollar figure] [comprised of [insert dollar figure] to extinguish the undischarged liability for income compensation and [insert dollar figure] to extinguish the undischarged liability for medical and/or related expenses] [the passage commencing "comprised of" and concluding "related expenses" must be deleted if the lump sum agreement extinguishes medical and/or related expense entitlements only].

9. The eligible employee ACKNOWLEDGES that on receipt of the capital payment detailed in the preceding paragraph the undischarged liability to the eligible employee set out in paragraph 2 of this agreement is forever extinguished.

DATED the day of 20…...

SIGNED by the eligible employee [insert name]) ……
)
……) ……
) Date and time signed by eligible employee
)
in the presence of:) ……

SIGNED for and on behalf of **'[insert employer details]** by

……..
[insert name of authorised signatory to the employer]

(signature) ……..

……..
Date

in the presence of: (signature) ……..

……..
Date

NOTIFICATION TO ELIGIBLE EMPLOYEE

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

1. The employer intends to make an advance payment to the Commonwealth.

2. The amount of the advance payment will be 10% of the total redemption [insert dollar figure].

3. The Commonwealth can retain some or all of the advance payment for eligible benefits paid by the Commonwealth in respect of services and care rendered or provided in the course of treatment for, or as a result of, your compensable injury or injuries. If the amount specified in the notice under Section 33C of the Act is less than the amount of advance payment, the difference is payable by the Commonwealth to you.

4. You will be required to make an additional payment to the Commonwealth in respect of the eligible benefits if the amount specified by the written notice given to you under Section 33C of the Act is greater than the amount of the advance payment.

I acknowledge receipt of the above advice.

[insert name of eligible employee] ……

Date

ANNEXURE "A"

PROFESSIONAL ADVICE

SUBJECT: Lump sum payment agreement under Schedule 7 of the South Australian Government Civil Construction and Maintenance Award

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

……..…… from ……

I have received advice on matters including the following:

A. That on receipt of this lump-sum payment I have no entitlement to income compensation in respect of dates on or after receipt of that payment or payment of medical and/or related expenses incurred on or after receipt of that payment in relation to my injury/injuries described in paragraph 1 of the lump sum payment agreement.

B. That on receipt of lump-sum payment in respect of medical and/or related expenses I may not be able to claim medical benefits from Medicare nor my health fund for treatment regarding my injury/injuries described in paragraph 1 of the lump sum payment agreement.

C. Taxation implications of the lump sum payment, if any. In particular, I have been advised that it may seek a private ruling in accordance with the Income Tax Assessment Act 1997.

D. Centrelink implications in relation to the lump-sum payment.

[Insert name of eligible employee] Adviser's name

[Insert address of eligible employee] Adviser's Company name and address:

…….. …….

Eligible employee's signature Adviser's Signature

……... …….

Date and time signed by eligible employee Date and time signed by adviser:

ANNEXURE "B"

FINANCIAL ADVICE

SUBJECT: Lump-sum payment agreement under Schedule 7 of the South Australian Government Civil Construction and Maintenance Award

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

……

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

[Insert name of eligible employee]

[Insert address of eligible employee]

Adviser's Name:

Adviser's Company name and address:

……..

Eligible employee's signature

……

Adviser's Signature

……

Date and time signed by eligible employee:

……

Date and time signed by adviser:

ANNEXURE "C"

MEDICAL CERTIFICATE

SUBJECT: Lump-sum payment agreement under Schedule 7 of the South Australian Government Civil Construction and Maintenance Award

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

Injury date	**Injury description**	**Employer**

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

Signature:

Qualifications:

Address/contact details:

Date:

APPLICATIONS FILED

Case No.	*Description*
06383/2000	AWARD VARIATION Award varied. (Reg No 48 - previously Reg No 47) Cl. 6.10 Motor Vehicle Reimbursement Rates. Opdate 01/10/1999.
02530/2001	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements. Opdate 09/02/2001.
04120/2001	AWARD VARIATION Award varied. Cl. 6.8 First Aid, Cl. 6.9 On-call and Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2001. Opdate ppc 07/07/2001.
00602/2002	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements re SWC 2001. Opdate 09/02/2002.
02228/2002	AWARD VARIATION Award varied. Cl. 6.10 Motor Vehicle Reimbursement Rates. Opdate 20/02/2002.
04319/2002	AWARD VARIATION Award varied. Cl. 6.8 First Aid, Cl. 6.9 On-call & Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2002. Opdate 07/07/2002.
07904/2002	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements re SWC 2002. Opdate ppc 13/11/2002.
00740/2003	AWARD CONDITIONS re Mount Gambier Weighbridge - new roster, taking of meal breaks and payment of overtime. Recommendations issued.
03479/2003	AWARD VARIATION Award varied. Cl. 6.8 First Aid, Cl. 6.9 On-Call & Recall to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2003. Opdate ppc 07/07/2003.
05053/2003	AWARD VARIATION Award varied. New clause added Cl 2.4 Apprentice Rates re setting of rates in Conservation & Land Management. Opdate ppc 21/08/2003
07437/2003	AWARD VARIATION Award Varied. Sch 5 Training Wage Arrangements re SWC 2003. Opdate ppc 13/11/2003
08179/2003	AWARD VARIATION Award varied. Cl. 6.10 Motor Vehicle Allowance re SWC 2003. Opdate ppc 07/07/2003.
04274/2004	AWARD VARIATION Award varied. Cl. 6.8 First Aid Allowance, Cl. 6.9 On-call & Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2004. Opdate ppc 07/07/2004.
06739/2004	AWARD REVIEW S99 Award varied. New Cl. 1.8 Definitions, New Cl. 7.4 Right of Entry, New Cl. 8.9 Enterprise Flexibility, New Sch. 6 Supported Wage Provisions. Opdate ppc 20/03/2006.
08053/2004	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements re SWC 2004. Opdate ppc 13/11/2004.

Case No.	*Description*
02299/2005	AWARD VARIATION Award varied. Cl. 6.8 First Aid Allowance, Cl. 6.9 On-call & Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2005. Opdate ppc 07/07/2005. Sch. 5 Training Wage Arrangements opdate ppc 13/11/2005.
00652/2006	AWARD VARIATION Award varied. Delete Cl. 3.1.5 Close Down, New Cl. 3.3 Continuous Service, Cl. 5.1 Annual Leave, Cl. 5.2 Parental Leave, Cl. 5.3 Personal Leave - Injury & Sickness, Cl. 5.4.3 Bereavement Leave, Cl. 5.5 Special Leave Without Pay (renumbered as Cl. 5.6), Renumber Cl. 5.6 Trade Union Training Leave as Cl. 5.7, New Cl. 5.5 Personal Leave to Care for a Family Member. Opdate 21/02/2006.
00745/2006	AWARD VARIATION Award varied. Cl. 1.3 Scope & Persons Bound, Cl. 3.1 Contract of Employment, Cl. 4.3 Public Holidays, Cl. 5.7 Trade Union Training Leave, Cl. 7.2 Grievance & Dispute Settling Procedure, Cl. 8.1 Additional Conditions, Cl. 8.8 Anti-Discriminiation re casual and part-time employees, substitution of "DAIS", Adelaide Cup Day. Opdate 27/02/2006.
01005/2006	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements. Opdate ppc 16/03/2006.
01865/2006	AWARD VARIATION Award varied. Cl. 6.10 Motor Vehicle Allowance, Cl. 6.11 Travelling Expenses Reinbursement, Cl. 6.13 Fares & Travelling. Opdate ppc 23/12/2005.
03413/2006	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees, Cl. 2.4 Apprentices, Sch. 1 Wage Rates re Remuneration Minimum Standard. Opdates ppc 17/04/2006 & 01/07/2006.
04353/2006	AWARD VARIATION Award varied. Cl. 2.3 Juniors; Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.8 First-Aid, Cl. 6.9 On-Call and Recall to Duty, Cl. 6.10 Motor Vehicle Allowance, Sch. 1 Wage Rates, Sch. 2 Allowances re General Application to Review Wages 2006. Opdate ppc 07/07/2006. Sch. 5 Training Wage Arrangements. Opdate ppc 13/11/2006.
00903/2007	AWARD VARIATION Award varied. Cl. 1.3 Scope & Persons Bound, Cl. 6.11 Travelling Expenses Reimbursement, Cl. 7.2 Greivance & Dispute Settling Procedure, Cl. 8.1 Additional Conditions re expense related allowances and change from DAIS to DPC. Opdate ppc 23/12/2006.
02376/2007	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees, Cl. 2.4 Apprentice Rates, Sch. 1 Rates of Pay, Sch. 6 Supported Wage Provisions re Minimum Standard for Remuneration. Opdate ppc 02/03/2007.
04472/2007	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2007 & Minimum Standard. Opdates ppc 07/07/2007, 01/10/2007, 13/11/2007 & 01/01/2008.
05857/2008	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2008. Opdate ppc 01/10/2008.

Case No.	*Description*
00669/2009	AWARD VARIATION Award varied. Cl. 6.11 Travelling, Expenses Reimbursement, Cl. 7.2 Grievance & Dispute Settling Procedure re expense related allowances & Department name. Opdate ppc 23/12/2008.
04698/2009	AWARD VARIATION Award varied. New Cl. 6.14 Camp Allowance. Opdate ppc 23/07/2009.
05712/2009	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2009. Opdate ppc 01/10/2009.
00320/2010	AWARD VARIATION Award varied. Cl. 6.11 Travelling, Expenses Reimbursement, Cl. 6.14 Camp Allowance, Cl. 5.3 Personal Leave - Injury & Sickness re expense related allowances and sick leave whilst on long service leave. Opdate ppc 23/12/2009.
04693/2010	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2010. Opdate ppc 01/10/2010.
00293/2011	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement, Cl. 6.14 Camp Allowance. Opdate ppc 23/12/2010.
04406/2011	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2011. Opdate ppc 01/10/2011.
05902/2011	AWARD VARIATION Award varied. Cl. 3.1.3 Casual Employment re MSR Casual Loading Case. Opdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
00118/2012	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 23/12/2011.
02798/2012	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2012. Opdate ppc 01/07/2012.
00358/2013	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 23/12/2012.
03317/2013	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2013. Opdate ppc 01/07/2013.

Case No.	*Description*
00719/2014	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 23/12/2013.
04473/2014	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2014. Opdate ppc 01/07/2014.
00832/2015	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 22/12/2014.
06611/2015	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2015. Opdate ppc 01/07/2015.
09347/2015	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 22/12/2015.
03226/2016	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2016. Opdate ppc 01/07/2016.
07054/2016	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate 22/12/2016.
03372/2017	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2017. Opdate ppc 01/07/2017.
00613/2018	AWARD VARIATION Award varied. New Cl. 8.10 & new Sch. 7 Additional Compensation for Certain Work Related Injuries or Illnesses. Opdate 30/09/1987.
01080/2018	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 22/12/2017.
04383/2018	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2018. Opdate ppc 01/07/2018.
01975/2019	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 22/12/2018.

Case No.	*Description*
ET-19-01422	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2019. Opdate ppc 01/07/2019.
ET-19-00582	S99 REVIEW OF AWARDS Award varied. Cl. 1.3 Scope and Persons Bound; Cl. 1.7 Work Level Definitions; Cl. 1.8 Definitions; Cl. 2.3 Junior Employees; Cl. 2.6 Economic Incapacity Applications; Cl. 3.1 Contract of Employment; Cl. 5.6 Special Leave Without Pay; Cl. 6.2 Overtime; Cl. 6.3 Overtime – Day Workers; Cl. 6.13 Fares and Travelling; Cl. 7.2 Grievance and Dispute Settling Procedure; Cl. 7.4 Right of Entry; Cl. 8.1 Additional Conditions; Cl. 8.4 Education Assistance and Study Leave; Cl. 8.8 Anti-Discrimination; Cl. 8.9 Enterprise Flexibility; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 3 Translation Arrangements; Sch. 5 Training Wage Arrangements (cl. 5.5 Definitions, 5.10 Dispute Settlement Over Traineeship Schemes); Sch. 6 Supported Wage Provisions (cl. 6.2 Eligibility Criteria); Sch. 7 Additional Compensation for Certain Work-Related Injuries or Illnesses (Attachment 2). Opdate 01/10/2019.
ET-20-00639	AWARD VARIATION Award varied. Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 19/12/2019.
ET-21-00552	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees, Cl. 2.4 Apprentice Rates, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 5 Training Wage Arrangements, Sch. 6 Supported Wage Provisions re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance, Sch. 1 Rates of Pay (Team Leader), Sch. 2 Allowances re SWC 2020 (allowances). Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2021. Opdate ppc 01/07/2021.
ET-23-00803	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2022. Opdate ppc 01/07/2022.
ET-22-05153	AWARD VARIATION Award varied. Clause 6.10 Motor Vehicle Allowance Opdate ppc 01/07/2022, Cl. 6.11 Travelling Expenses Reimbursement; Cl. 6.14 Camp Allowance. Opdate ppc 09/04/2022.
ET-23-05990	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2023. Opdate ppc 01/07/2023
ET-24-05140	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2024. Opdate ppc 01/07/2024

Case No.	*Description*
ET-25-02729	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2025. Opdate ppc 01/07/2025
ET-25-04993	S 99 REVIEW OF AWARDS Award varied. Cl. 1.3 Scope and Persons Bound; Cl 1.8 Definitions; Cl 4.3 Public Holidays – Payment for; Cl. 5.2 Parental Leave; Cl. 6.2 Overtime – Shift Workers; Cl. 6.3 Overtime – Day Workers; Cl. 6.13 Fares and Travelling, Cl. 7.2 Grievance and Dispute Settling Procedure; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 7 Attachment 2. Opdate ppc 29/01/2026
ET-26-04300	AWARD VARIATION Award varied. Cl. 2.3 Junior Employees; Cl. 2.4 Apprentice Rates; Cl. 2.5 Safety Net Adjustments; Cl. 2.6 Economic Incapacity Applications; Cl. 6.8 First Aid; Cl. 6.9 On Call and Recall to Duty; Cl. 6.10 Motor Vehicle Allowance; Sch. 1 Rates of Pay; Sch. 2 Allowances; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2026. Opdate ppc 01/07/2026