SOUTH AUSTRALIAN GOVERNMENT PRINTING INTERIM 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 20:12:96 on and from

Clause 1.1. Title

#OPDATE 20:12:96 on and from

The title of this Award is the "South Australian Government Printing Interim Award".

Clause 1.2. Arrangement

OPDATE 01:10:2019 on and from

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Clause 1.3. Scope and Persons Bound

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

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries 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.*, hospitals or health centres currently or hereafter incorporated pursuant to the South Australian Health Commission Act 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*, the Department for Health and Wellbeing, hospitals or health centres currently or hereafter incorporated pursuant to the *Health Care Act 2008* (as amended) whether as members of an Association or not, who are classified as Printing Employees.

Clause 1.4. Locality

#OPDATE 20:12:96 on and from
This award applies throughout the State of South Australia.

Clause 1.5. Duration

#OPDATE 20:12:96 on and from
This award comes into operation on and from 20th December 1996 and continues in force until amended, rescinded or replaced.

Clause 1.6. Definitions

OPDATE 29:01:2026 on and from
1.6.1 "Afternoon shift" means any shift commencing after 12 noon and finishing after 6.00 pm. and at or before midnight.

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

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

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

1.6.5 “Hansard night shift work” means and refers to the performance of predominantly Hansard work (i.e. all or any of the operations of or incidental to or preparatory to printing of Parliamentary proceedings) which may be worked according to a shift roster, such night shift finishing on or after midnight.

1.6.6 “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.

Clause 1.7. Classification of Employees

OPDATE 27:02:2006 1st pp on or after
1.7.1 The employer will classify employees within the Printing Employees structure having regard to the work level definitions prescribed below and the typical tasks described.

1.7.2 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 lesser work value from any number of occupational groups if -

1.7.2.1 The tasks are within the limits of the employee’s skill, competence and training and are not designed to promote deskilling

1.7.2.2 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

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

1.7.3 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 must be paid at the appropriate higher rate in accordance with the Mixed Functions provisions set out in Clause 3.11 of this Award.

Clause 1.8. Work Level Definitions

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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.

Appointment to this level will be for a maximum period of three months. Progression to an appropriate Printing Employee level will occur following demonstrated competency in the activities prescribed for that level.

PRINTING EMPLOYEE GRADE 1 (PE-1)

Employees at this level will be required to perform a broad range of routine tasks which are generally labour intensive in nature and:-

1. Work under direct instruction either individually or in a team environment.

2. The instruction given is by way of verbal, written or diagrammatic direction.

3. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

4. As required provide assistance and co-operation to other employees.

Indicative of the tasks which an employee at this level may perform are the following:-

. knock-up, lift and carry paper;
. assist in a non trades capacity in the running of binding equipment;
. count stock and understands numbering;
. basic manual folding work;
. wrap, pack and dispatch finished products;
. operate a shredder, motorised pallet truck;
. as directed assist in the preparation, cleaning and maintenance of presses;
. sort mail including weighing or preparation of documentation;
. tagging and keeping mail bags up to date and to Australian Post Quality Standards;
. perform housekeeping duties;
. operate low volume photocopiers;
. handle, count, collate and fold paper to pre-determined standards;
. operate and run basic non-trade binding equipment;
. operate computer based equipment for enquiry purposes.

PRINTING EMPLOYEE GRADE 2 (PE-2)

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

1. Which will require the application of specific and prescribed training and experience.

2. Work under general direction either individually or in a team environment.

3. The instruction given is by way of general verbal, written or diagrammatic direction.

4. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

5. Provides assistance and co-operation to other employees.

6. May from time to time be required to perform work of a lower level.

7. Will require the exercise of limited judgement in the organisation of their own work.

Indicative of the tasks which an employee at this level may perform are the following:-

. performs stock recording and basic operation of a computer terminal;
. drive forklifts of varying capacities;
. prepares and completes complex non trade binding work, by machine and hand processes;
. set and operate jacket loading equipment;
. set and operate microfilm duplicators;
. copyhold and assist readers;
. set, operate and control plan printing equipment;
. set, operate and control automated mailing equipment;
. maintain and control stock levels within a store facility;
. answer client enquiries;
. clerical duties associated with the above.

PRINTING EMPLOYEE GRADE 3 (PE-3)

Employees at this level will be required to perform either:

* A range of higher level operative tasks above and beyond the skill and knowledge of an employee at Grade 2 and:-
  1. Which the prerequisite skills have been acquired through relevant experience and training.

  2. Work under general direction either individually or in a team environment.

  3. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

  4. The instruction given is by way of general direction.

  5. Will require the exercise of judgement and initiative in the day to day organisation of their own work.

  6. Provides assistance and guidance to other employees.

  7. May from time to time be require to perform work of a lower level.

  Indicative of the tasks which an employee at this level may perform are the following:-
  . set and operate flow and auto feed microfilming cameras;
  . control and operate medium volume photocopiers, including preparing basic copy for production;
  . make electrostatic plates using camera or electrostatic platemaker;
  . set and operate computer operated microfilming equipment;
  . set and operate large microfilming cameras;
  . set and operate film processors and developers.

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.

  Where an employee undertakes the above activities for more than 10 employees they will be classified at the next level.

PRINTING EMPLOYEE GRADE 4 (PE-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 Grade 3 and:

    1. Require skill specialisation and/or extensive training.

    2. Work under limited direction either individually or in a team environment.

    3. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

    4. Provides assistance and guidance within their level of expertise to other employees.

    5. Undertakes the implementation of detailed directions and procedures.

    6. Provides assistance in the provision of on the job training.

    7. Exercises discretion within their level of skills and training.

    8. Responsible for fault identification and rectification of machines working on to the level of training received.

    9. Determines and appraises methods of work organisation.

    10. May from time to time be required to perform work of a lower level.

    Indicative of the tasks which an employee at this level may perform are the following:-
    . Control and operate high volume photocopiers in a specialised printing environment.

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.

    Where an employee undertakes the above activities for more than 10 employees they will be classified at the next level.

PRINTING EMPLOYEE GRADE 5 (PE-5)

Employees at this level will be required to either:

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

    1. Work under broad guidelines either individually or in a team environment.

    2. Work from complex instructions and procedures.

    3. Provides guidance and assistance within their level of expertise to other employees.

4. Setup, program and operate complex machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 4.

5. Performs work which while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

6. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

7. May from time to time be required to perform work of a lower level.

Indicative of the tasks which an employee at this level may perform are the following:

. Set, control and operate small offset presses and/or operate specialist high volume, complex computer controlled copiers in a specialised printing environment.

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.

Where an employee undertakes the above activities for more than 10 employees they will be classified at the next level.

PRINTING EMPLOYEE GRADE 6 (PE-6)

Employees at this level will be required to either:

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

1. Work under limited direction either individually or in a team environment.

2. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

3. Provides guidance and assistance within their level of expertise to other employees.

4. May from time to time be required to perform work of a lower level.

5. Performs work which while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

Indicative tasks include:

. exercising high precision trade skills using various materials and/or specialised techniques;

. operation of computer equipment used to generate or manipulate data required for the production of printed matter including the operation of desktop systems producing basic artwork;

. installing, repairing and maintaining, testing, modifying, commissioning and or fault finding on all machinery and equipment which requires the ability to read and understand mechanical drawings and electrical circuits pertaining to printing equipment.

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.

Where an employee undertakes the above activities for more than 10 employees they will be classified at the next level.

PRINTING EMPLOYEE GRADE 7 (PE-7)

An employee at this level will be either:

* A tradesperson with high level of skills. This level requires the ability to consistently produce work to industry standards and the completion of additional training relevant to the trade and:-

  1. Works under broad direction either individually or in a team environment.

  2. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

  3. Provides guidance and assistance within their level of expertise to other employees.

  4. Assists in the provision of on-the-job training of employees.

  5. Exercises discretion within their level of skills and training.

  6. Discusses work quality and requirements of finished product with clients.

  7. Initiates and programs detailed work functions.

  8. May from time to time be required to perform work of a lower level.

  9. Performs work which while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

  Indicative tasks include:

  - set, operate and control specialist equipment and tools to produce printed and finished work of a complex nature;
  - installing, repairing and maintaining, testing and modifying, commissioning and or fault finding on complex machinery and equipment that utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
  - working on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising of interconnected circuits;
  - working on complex or intricate interconnected electrical circuits.

OR

* Activities associated with Level 6 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.

Where an employee undertakes the above activities for more than 10 employees they will be classified at the next level.

PRINTING EMPLOYEE GRADE 8 (PE-8)

An employee at this level will be either:

* A specialist tradesperson with exceptional skills. This level requires the ability to consistently produce work to industry standards and the completion of additional training relevant to the trade and:-

1. Works under broad direction either individually or in a team environment.

2. Understands and is responsible for the quality and standard of their work and for ensuring conformance to quality assurance procedures.

3. Recognises and performs standard work without written instructions.

4. Provides guidance and assistance within their level of expertise to other employees.

5. Assists in the provision of on-the-job training of employees.

6. Exercises discretion within their level of skills and training.

7. Discuss work quality and requirements of finished product with clients.

8. Ability to interpret complex instructions and procedures.

9. May from time to time be required to perform work of a lower level.

10. Performs work which while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

Indicative tasks include:

. set, operate and control complex printing equipment and tools to produce printed and finished work of a complex and intricate nature.

. liaise with customers and provide advice to both internal and external customers on formats, layouts, printing and finishing etc (in centralised or decentralised locations) and attainable quality levels;

. work on machines or equipment which utilises highly complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof;

. work on machinery or equipment which utilises highly complex electrical/electronic circuitry and controls;

. work on instruments that make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;

. work on complex or intricate interconnected circuits at a level above Level 7.

OR

* Activities associated with Level 7 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.

Where an employee undertakes the above activities for more than 10 employees they will be classified at the next level.

PRINTING EMPLOYEE GRADE 9 (PE-9)

An employee at this level will in addition to working at the level of Printing Employee Grade 8 perform the following activities:

- 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.

PART 2 - RATES OF PAY

#OPDATE 20:12:96 on and from

Clause 2.1. Rates of Pay

#OPDATE 20:12:96 on and from

2.1.1 Unless a different rate of pay is prescribed elsewhere in this award, an employee be paid as a minimum the rates 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 20:12:96 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 1st pp on or after

2.3.1 The minimum weekly wages and rates payable to Junior employees will be the following percentages of the weekly rate of pay of a Printing Employee Grade 1, 1st increment.

		Minimum Remuneration as from 1st pp on or after 01/07/2026 (see Schedule 1) $
Under 16 years of age	30%	511.50
Between 16 and 17 years of age	40%	511.50
Between 17 and 18 years of age	50%	613.80
Between 18 and 19 years of age	60%	716.10
Between 19 and 20 years of age	75%	818.40
Between 20 and 21 years of age	90%	962.30

2.3.2 No department will be manned exclusively by juniors.

2.3.3 Not more than three juniors will be employed to each adult employed in each Department/Agency. For the purpose of this provision an apprentice will be deemed to be a junior.

Clause 2.4. Apprentice Rates

#OPDATE 20:12:96 on and from

2.4.1 The minimum weekly wages and rates payable to apprentices will be the following percentages of the weekly rate of pay of a Printing Employee Grade 5, 1st increment.

First Year	47.5%
Second Year	60.0%
Third Year	72.5%
Fourth Year	87.5%

2.4.2 The rates will be calculated in multiples of 10 cents per week, less than 5 cents to go to the lower amount and 5 cents or more to go to the higher amount.

2.4.3 If the apprentice attains a standard approved by an appropriate Training Institution he/she will receive, in addition to the prescribed weekly wage, an additional weekly amount calculated on the following percentages of the Printing Employee Grade 5, 1st increment.

(a) For the first annual examination he/she passed at that standard 0.86%

(b) For the second annual examination he/she passed at that standard, in lieu of the percentage prescribed in (a) above 1.72%

(c) For the third annual examination he/she passed at that standard, in lieu of the percentage prescribed in (b) above 2.58%

They will receive this additional amount on and from the beginning of the first pay period commencing in January following the examination. Where an apprentice is unable to sit for an annual examination because of personal illness or injury suffered by him/her and then satisfactorily passes a deferred examination in lieu thereof, the relevant additional amount will be payable to him/her on and from the first pay day which occurs after the date on which the results of that deferred examination are published. Any dispute as to proof in respect of such illness or injury will be determined by the Grievance and Dispute Settling Procedure.

2.4.4 The maximum proportion of apprentices in any branch of the industry for which apprenticeship is provided will be one apprentice or junior working on probation to every three or fraction of three skilled adult employees permanently in that branch.

2.4.5 With the written consent of the Union the number of apprentices or probationers employed in any branch can exceed that prescribed in 2.4.4 above.

2.4.6 Before any junior is indentured as an apprentice they will first serve a period of probation in the proposed trade. The period of probation will be as agreed upon by the parties to the proposed indenture. The period of probation will be for a minimum period of three months and a maximum period of six months.

2.4.7 Where an apprentice reaches the age of twenty-one years and the appropriate rate of wages is not equal to the minimum adult wage the apprentice will be paid the minimum adult wage until the appropriate wage rate increases to above the minimum adult wage.

2.4.8 If an apprentice has worked overtime during any years of their apprenticeship, in computing the period of that year all time worked by them as overtime or at any other than ordinary business hours will, if the apprentice so desires, either be allowed as set-off against any absence during that period or in reduction of the actual period of one year. The one year is computed on the basis of so many working hours and allowing such time as part performance although the actual one year may not have lapsed.

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 1st pp on or after

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2026 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. The increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2024*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of the South Australian Employment Tribunal.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by the South Australian Employment Tribunal 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 the South Australian Employment Tribunal in the circumstances of each case.

PART 3 - TERMS OF ENGAGEMENT

#OPDATE 20:12:96 on and from

Clause 3.1. Weekly Employment

#OPDATE 20:12:96 on and from
All employees other than casual employees are employed by the week.

Clause 3.2. Permanent Part-Time Employment

OPDATE 27:02:2006 1st pp on or after

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

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

3.2.3 Additional Hours

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

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

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

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

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

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

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

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

- 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 as separate and independent funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only will not be considered additional hours for the purpose of this subclause.

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

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

Clause 3.3. Casual Employment

OPDATE 01:10:2019 on and from

3.3.1 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.

3.3.2 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 of public holidays not worked.

3.3.3 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.

3.3.4 The employer of an eligible employee must notify the employee in writing of the provisions of subclause 3.3.3 within 4 weeks of the employee completing the 12 month qualifying period.

3.3.5 Any eligible employee who does not make an election as provided in subclause 3.3.4 within 4 weeks of receiving the written notice in subclause 3.3.4 will be deemed to have agreed to remain a casual employee.

3.3.6 Any eligible employee who remains a casual employee pursuant to subclause 3.3.5 may, provided that the employee also remains an eligible casual employee pursuant to the provisions of subclause 3.3.3, 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 3.3.3, will be the 12 months immediately preceding the date that written notice is given.

3.3.7 Upon receiving written notice from an employee pursuant to subclause 3.3.3 or 3.3.6, the employer must, within 4 weeks of receiving such notice, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.

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

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

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

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

(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 3.3.3 or 3.3.6 (as appropriate), or as otherwise agreed between the employer and the employee. Where the work is subject to seasonal fluctuations, the hours of duty may be configured in a manner designed to most appropriately meet the

fluctuating demand. In determining the most appropriate working arrangements including configuration of hours, the employer must have regard to:

- 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.

Clause 3.4. Temporary Employment

OPDATE 27:02:2006 1st pp on or after

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

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

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

3.4.4 Any temporary employee who has been engaged on one or more separate contracts of employment by an employer (which may include periods of employment on a casual basis), such 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.

3.4.5 The employer of an eligible employee must notify the employee in writing of the provisions of 3.4.4 prior to the expiration of the employee's current contract.

3.4.6 Any eligible employee who does not make an election as provided for in the subclause 3.4.4 within 4 weeks of receiving the written notice in 3.4.5 or before the employee's current contract ceases, whichever is the earlier, will cease to be an employee at the expiration of that current contract.

3.4.7 Upon receiving a written notice of election from an eligible employee pursuant to subclause 3.4.4, the employer must, within 4 weeks of receiving such notice or prior to the expiration of the employee's current contract, whichever is the earlier, indicate in writing whether the conversion to permanent employment is, or is not, agreed to. Where the conversion is not agreed to, the employer must provide written reasons for same.

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

3.4.9 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 3.4.4 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.

Clause 3.5. Absence from Duty

OPDATE 27:02:2006 1st pp on or after
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 the employer grants paid leave to cover the absence.

Clause 3.6. Termination of Employment

OPDATE 27:02:2006 1st pp on or after
3.6.1. Notice of Termination of Employment

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

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

3.6.1.2 In addition to the notice in subclause 3.6.1 of this Award employees over forty five years of age at the time of giving notice with not less than 2 years continuous service are entitled to additional notice of one week.

3.6.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in subclauses 3.6.1.1 and/or 3.6.1.2 of this Award must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

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

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

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

(b) casual employees;

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

(d) for a specific task or tasks.

3.6.2 Time Off During Notice Period

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

3.6.3 Statement of Employment

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

3.6.4 Payment in Lieu

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

3.6.5 Notice of Termination by Employee

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

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

Clause 3.7. Shut Down

OPDATE 01:10:2019 on and from

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

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

3.7.3 Where:

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

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

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in the SA Health (Health Care Act) Human Resources Manual and the Department of the Premier and Cabinet Public Sector Workforce Relations – Conditions of Employment for Weekly Paid Employees.

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

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

Clause 3.8. Abandonment of Employment

OPDATE 27:02:2006 1st pp on or after

3.8.1 If an employee has been absent without leave for more than two weeks, the Department/Agency, Hospital or Health Centre will 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 the absence 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 (ie. without notice).

3.8.2 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 (ie. without notice).

3.8.3 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.

Clause 3.9. Direction of Employees

OPDATE 27:02:2006 1st pp on or after

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

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

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

Clause 3.10. Higher Duties

OPDATE 27:02:2006 1st pp on or after

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

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

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

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

Clause 3.11. Mixed Functions

OPDATE 27:02:2006 1st pp on or after

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.

PART 4 - HOURS OF WORK

#OPDATE 20:12:96 on and from

Clause 4.1. Hours of Work - Day Workers

#OPDATE 20:12:96 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:

(a) 38 hours within a work cycle not exceeding seven consecutive days; or

(b) 76 hours within a work cycle not exceeding fourteen consecutive days; or

(c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or

(d) 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 The ordinary hours of work 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, Hospital or Health Centre 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, Hospital or Health Centre 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 during a particular work cycle; or

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

Clause 4.2. Meal Breaks

#OPDATE 20:12:96 on and from

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

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

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

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

PART 5 - LEAVE

#OPDATE 20:12:96 on and from

Clause 5.1. Personal Leave – Injury and Sickness

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

5.1.1 **Entitlement to personal leave**

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

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

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

5.1.2 **Accrual of personal leave entitlement**

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

5.1.2.1(a) During the first two years of service an employee will not be eligible for personal leave in excess of 10 working days for each year. After two years continuous service an employee will not be eligible for personal leave in excess of 12 working days in each financial year.

5.1.3 **Conditions for payment of personal leave**

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

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

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

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

Clause 5.2 Bereavement Leave

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

5.2.1 **Entitlement to leave**

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

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

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

5.2.2 **Unpaid entitlement to leave**

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

5.2.3 **Effect of other leave**

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

Clause 5.3 Parental Leave

OPDATE 29:01:2026 1st pp on or after

5.3.1 **Definitions**

In this clause, unless the contrary intention appears:

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

5.3.1.2 ***Adoption leave*** means adoption leave provided under 5.3.3.4.

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

means a ***child*** under the age of school age who is placed with an employee for the purposes of ***adoption***, other than a ***child*** or step-***child*** of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

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

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

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

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

5.3.1.5 ***Extended adoption leave*** means ***adoption leave*** provided under 5.3.3.4(b).

5.3.1.6 ***Extended paternity leave*** means ***paternity leave*** provided under 5.3.3.3(b).

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

5.3.1.8 ***Maternity leave*** means maternity leave provided under 5.3.3.2.

5.3.1.9 ***Medical certificate*** means a certificate as prescribed in 5.3.5.1.

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

5.3.1.11 ***Paternity leave*** means paternity leave provided under 5.3.3.3.

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

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

5.3.1.14 ***Short adoption leave*** means ***adoption leave*** provided under 5.3.3.4(a).

5.3.1.15 ***Special adoption leave*** means ***adoption leave*** provided under 5.3.10.

5.3.1.16 ***Special maternity leave*** means ***maternity leave*** provided under 5.3.9.1.

5.3.1.17 ***Spouse*** includes a defacto spouse, domestic partner or a former spouse.

5.3.2 **Employer's responsibility to inform**

On becoming aware that:

(a) an employee is pregnant; or

(b) an employee's *spouse* is pregnant; or

(c) an employee is adopting a ***child***,

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.

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

5.3.3.1 Subject to the qualifications in 5.3.4, the provisions of this clause apply to full-time, part-time and ***eligible casual employees*** **but** do not apply to other employees.

(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).

(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***.

(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.

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

5.3.3.3 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:

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

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

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

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

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

5.3.4 **Qualifications on entitlements and eligibility**

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

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

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

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

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

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

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

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

5.3.5 **Certification required**

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

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

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

(c) states:

(i) the expected date of birth;

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

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

whichever is appropriate.

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

(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***.

(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.

5.3.6 **Notice requirements**

5.3.6.1 Maternity leave

(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 5.3.5 within two weeks after the change takes place.

(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.

5.3.6.2 Paternity leave

An employee must:

(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***.

(b) Notify the employer of any change in the information provided pursuant to 5.3.5 within two weeks after the change takes place.

5.3.6.3 Adoption leave

An employee must:

(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.

(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***.

(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.

(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.

5.3.6.4 Unforeseen circumstances

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

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

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

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

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

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

5.3.7 **Taking of parental leave**

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

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

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

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

5.3.7.5 Subject to 5.3.4 and unless agreed otherwise between the employer and employee, an employee may commence ***parental leave*** at any time within six weeks immediately prior to the expected date of birth.

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

5.3.7.7 Where leave is granted under 5.3.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

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

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

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

5.3.7.11 Not withstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with 5.3.15.

5.3.8 **Variation and cancellation of parental leave**

5.3.8.1 Without extending an entitlement beyond the limit set by 5.3.3, ***parental leave*** may be varied as follows:

(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.

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

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

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

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

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

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

(b) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.

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

5.3.9 **Special maternity leave and personal leave**

5.3.9.1 If:

(a) an employee not then on maternity leave suffers illness related to their pregnancy they are entitled to take leave under 5.1; or

(b) the pregnancy of an employee not then on ***maternity leave*** terminates after 28 weeks otherwise than by the birth of a living ***child***, 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 5.3.3.2 and they are entitled to take unpaid ***special maternity leave*** for such periods as a registered medical practitioner certifies as necessary.

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

5.3.9.3 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.

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

5.3.10 **Special adoption leave**

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

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

5.3.10.3 The leave under this clause 5.3.10 is to be known as ***special adoption leave*** and does not affect any entitlement under 5.3.3.

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

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

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

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

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

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

make it inadvisable for the employee to continue 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.

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

5.3.11.3 Leave under this clause 5.3.11 will be treated as ***maternity leave***.

5.3.12 **Part-time work**

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

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

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

5.3.13 **Communication during parental leave**

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

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

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

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

5.3.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 5.3.13.1.

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

5.3.14 **Return to work after parental leave**

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

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

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

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

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

5.3.15 **Right to request**

5.3.15.1 An employee entitled to ***parental leave*** pursuant to clause 5.3.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 5.3.3.3(a) and 5.3.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid ***parental leave*** provided for in 5.3.3.2 by a further continuous period of leave not exceeding 12 months;

(c) to return to work from a period of ***parental leave*** on a part-time basis until the ***child*** reaches school age, to assist the employee in reconciling work and parental responsibilities.

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

5.3.15.3 The employee's request and the employer's decision made under 5.3.15.1(b) and (c) must be recorded in writing.

5.3.15.4 Where an employee wishes to make a request under 5.3.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from ***parental leave***.

5.3.16 **Termination of employment**

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

5.3.16.2 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.

5.3.17 **Replacement employees**

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

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

Clause 5.4 Personal Leave To Care For A Family Member

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

5.4.1 Definitions

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

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

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

5.4.1.3 ***Personal leave*** means leave provided for in accordance with clause 5.1.

5.4.2 Paid Personal Leave to Care For a Family Member

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

(a) due to personal injury; or

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

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

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

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

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

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

5.4.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

5.4.2.7 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.

5.4.3 Unpaid Personal Leave to Care For a Family Member

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

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

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

5.4.3.4 Single Day Absences

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

5.4.5 Casual Employees Caring Responsibilities

5.4.5.1 Casual employees are not entitled to ***personal leave to care for a family member*** or bereavement leave but subject to the notice and evidentiary requirements in 5.4 and 5.2, 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.

5.4.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 5.4.5.1 is:

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

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

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

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

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

Clause 5.5. Continuous Service

OPDATE 24:03:2006 1st pp on or after
5.5.1 Maintenance of Continuous Service

5.5.1.1 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 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.

5.5.2 Calculation of Period of Service

5.5.2.1 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 6 - ALLOWANCES, PENALTIES AND SHIFT PROVISIONS

#OPDATE 20:12:96 on and from

Clause 6.1. Shift Work

OPDATE 19:03:2012 on and from (cl. 6.1.7.7)

6.1.1 Hours - Continuous Work Shifts

6.1.1.1 This sub-clause applies to shift workers on **continuous work**. The ordinary hours of shift workers must average 38 hours per week and must not exceed 152 hours in twenty-eight consecutive days.

6.1.1.2 However, where the employer and the majority of employees concerned agree, a roster system can operate on the basis that the weekly average of 38 ordinary hours is achieved over a period exceeding 28 consecutive days.

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

6.1.1.3.1 Subject to sub-clause 6.1.1.3.3 of this award a shift will consist of not more than 10 hours. In any arrangement where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours is to be subject to the agreement between the employer and the majority of employees concerned.

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

6.1.1.3.3 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:

(a) 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;

(b) proper health monitoring procedures being introduced;

(c) suitable roster arrangements being made; and

(d) proper supervision being provided.

6.1.2 Hours - Other than Continuous Work

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

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

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

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

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

6.1.2.2 The ordinary hours will be worked continuously except for meal breaks at such times as the employer requires.

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

6.1.2.4 Subject to sub-clause 6.1.2.5 of this Award the ordinary hours of work prescribed in the Award will not exceed 10 hours on any day. In any arrangement where the ordinary hours are to exceed 8 on any shift, the arrangement of hours is to be subject to agreement between the employer and the majority of employees concerned.

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

(a) 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;

(b) proper health monitoring procedures being introduced;

(c) suitable roster arrangements being made; and

(d) proper supervision being provided.

6.1.3 The ordinary working hours will be an average of thirty eight (38) hours per week, which will be worked in accordance with the bases set out in sub-clause 6.1.1 and 6.1.2 of this Award and determined as follows:

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

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

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

(d) 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.

6.1.4 Rosters

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

6.1.5 Variation by Agreement

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

6.1.6 Afternoon or Night Shift Allowances

6.1.6.1 A shift worker whilst on **afternoon or night shift** must be paid for such shift 20 per cent more than such employee's ordinary rate.

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

6.1.6.3 An employee who:-

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

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

(c) works on a **night shift** which does not rotate or alternate with another shift or day work so as to give him/her at least one-third of his/her working time off **night shift** in each shift cycle,

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

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

6.1.7 Hansard - Night Shift Work

The provisions of this subclause will only apply to employees engaged on rostered **Hansard night shift work**.

6.1.7.1 The **Hansard night shift work** hours of duty of employees will not exceed 8 hours per shift on Monday to Friday inclusive, and will not exceed 38 hours in any week. **Hansard night shift work** commencing before midnight on a Friday may continue into the Saturday for the remaining ordinary hours of work which commenced on the Friday.

6.1.7.2 The **Hansard night shift work** hours of duty of employees will be conspicuously displayed in the operations area of Document Management.

6.1.7.3 The hours of commencement and cessation of duty will be arranged between the Director, Document Management and the Union.

6.1.7.4 An employee when rostered on **Hansard night shift work**, whether by direction, arrangement or who, for any reason performs work on such shift, must be paid an additional 25 per cent of the ordinary rate for that class of work performed on that night shift.

6.1.7.5 An employee who is engaged for less than five consecutive days on **Hansard night shift work** must be paid the allowance in sub-clause 6.1.7.4 of this Award only for the days on which he/she works Hansard night shift work.

6.1.7.6 The allowance in sub-clause 6.1.7.4 of this Award must be paid to an employee rostered on **Hansard night shift work**, even if work other than Hansard work may be performed during such shift.

6.1.7.7

(a) The weekly **Hansard night shift work** roster (Monday to Friday inclusive) will be posted in advance to include the days in which Parliament sits in accordance with the annual Parliamentary Sitting Schedule.

(b) Where Parliament is scheduled for a minimum of a 3-day sitting week an employee will be rostered on **Hansard night shift work** for the full week being 5 nights (Monday to Friday inclusive).

(c) An employee who performs work on **Hansard night shift work** for 3 nights or more in a week, in accordance with Clause 6.1.7.6, will be paid Hansard Night Shift Allowance for 5 nights (Monday to Friday inclusive), in accordance with clause 6.1.7.4.

(d) If the Parliamentary Sitting Schedule reduces the current pattern of 3 sitting days, which results in an employee regularly performing work on **Hansard night shift work** for 2 nights or less, the parties agree to meet and discuss the matter and agree on any changes to ensure employees are not disadvantaged.

(e) Where a rostered **Hansard night shift work** is to be cancelled, a minimum of 7 days notice will be provided to employees.

(f) In the event that a minimum 7 days notice of rostered **Hansard night shift work** is not provided, the employee will receive **Hansard night shift work** allowance in lieu of sufficient notice.

(g) Where Parliament sits for a scheduled or non-scheduled period of one or two days, employees will be paid **Hansard night shift** work allowance in accordance with clause 6.1.7.5 for the days that an employee performs work on such shift in accordance with clauses 6.1.7.4 and 6.1.7.6.

6.1.8 Daylight Saving

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

(a) commencing before the time prescribed by such legislation for the commencement of a summer time period and,

(b) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case to be set to the time fixed under the relevant legislation.

In this sub-clause the expressions "standard time" and "summer time" will bear the same meaning as prescribed by the relevant legislation.

Clause 6.2. Overtime

OPDATE 01:10:2019 on and from

6.2.1 Requirement to Work Reasonable Overtime

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

6.2.2 Payment for Working Overtime

6.2.2.1 Other than shift workers, for all time worked in excess of or outside ordinary hours from Monday to Friday the rates of pay must be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime.

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

Except in each case when the time is worked:

(a) by arrangement between the employees themselves; or

(b) for the purpose of effecting the customary rotation of shifts; or

(c) due to the fact that the relief employee does not come on duty at the proper time;

(d) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with sub-clause 3.7 of this Award.

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

6.2.4 All time worked by employees outside of ordinary hours on Saturday before noon must be paid at the rate of time and a half for the first three hours and double time thereafter.

6.2.5 Other than shift workers, for all time worked by employees outside of ordinary hours on Saturday afternoon or Sunday must be paid at the rate of double time.

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

6.2.7 Casual and part-time employees are not entitled to payment at overtime rates unless their daily hours exceed the ordinary hours on which full-time employees are engaged.

6.2.8 All authorised time worked by casual and part-time employees in excess of ordinary hours on which full time employees are engaged on any day must be paid at the rate of time and half for the first 3 hours and double time thereafter in accordance with examples prescribed in the Department of the Premier and Cabinet Public Sector Workforce Relations – Conditions of Employment for Weekly Paid Employees or in the SA Health (Health Care Act) Human Resources Manual.

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

6.2.10 In this Clause ordinary hours mean the hours of work fixed in an establishment under clauses 4.1, 6.1.2, and 6.1.3 of this Award.

6.2.11 In calculating overtime each day will stand alone.

Clause 6.3. Rest Period After Overtime

OPDATE 20:12:96 on and from

6.3.1 When overtime work is necessary employees should have at least ten consecutive hours off duty between the work of successive days.

6.3.2 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 whereby the employee has not had at least ten consecutive hours off duty between those times is to be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.3.3 If the employer directs such an employee to resume or continue work without having had such ten consecutive hours off duty the employee must 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 ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Clause 6.4. Call Back

OPDATE 20:12:96 on and from

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

6.4.2 This subclause will 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.

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

6.4.4 Overtime worked in this subclause will not be regarded as overtime for the purpose of subclause 6.3.3 of this Award, when the actual time worked is less than three hours on such recall or subsequent recalls.

Clause 6.5. Time Off In Lieu

OPDATE 20:12:96 on and from

Payment will be made for overtime worked under subclause 6.2.2 of this Award except, when during the same pay period in which the overtime is worked, an employee requests equivalent time off in lieu thereof. In such case the time off in lieu is to be granted at a time which is mutually agreed between the employer and employee concerned. Time off in lieu is calculated on an hour for hour basis.

Clause 6.6. Meal Allowance

OPDATE 01:10:2019 on and from

6.6.1 Any employee who is required to continue working after their ordinary finishing time for more than one and a half hours without being notified on the previous day of the requirement to work, must be provided with a meal free of cost by the Department/Agency, hospital or health centre, or alternatively, where a meal cannot be provided, must be paid an amount as provided by the relevant SA Health (Health Care Act) Human Resources Manual or Commissioners Determination.

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

6.6.3 The provisions of this subclause will not apply to employees working overtime on Call Back as prescribed in Clause 6.4 of this Award.

Clause 6.7. Allowances

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

6.7.1 First Aid Allowance

Any employee holding a current certificate and appointed by the employer to perform first-aid duties must be paid an allowance of $22.30 per week in addition to his/her ordinary rate of pay.

Clause 6.8. Uniform Clothing

OPDATE 20:12:96 on and from
An employee must, on leaving employment, return the current issue of uniform clothing which has been issued to them by the Hospital, Health Centre or Department/Agency in good order, reasonable wear and tear excepted. An employee failing to do so will be charged an amount equal to the cost price of the uniform clothing concerned.

Clause 6.9. Weekend Duty

OPDATE 20:12:96 on and from
An employee whose ordinary hours of duty are rostered over six or seven days of the week must be paid for work done during ordinary rostered hours (ie. not being overtime) between midnight on Friday and midnight on the following Sunday an additional payment calculated at the rate of 50 per cent of his/her ordinary rate. Such extra rate will be in substitution for and not cumulative upon the shift premiums prescribed by this Award.

PART 7 - UNION PROTECTION AND CONSULTATION

#OPDATE 20:12:96 on and from

Clause 7.1. Consultative Mechanism

OPDATE 01:10:2019 on and from

7.1.1 At each department/agency, hospital or health centre, consultative mechanism and procedures will be established comprising representatives of the employer and employees. The Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union will be entitled to be represented.

7.1.2 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the department/agency, hospital or health centre.

7.1.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the department/agency, hospital or health centre according to its particular needs.

7.1.4 Where agreement is reached at a department/agency, hospital or health centre through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the department/agency, hospital or health centre, 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 department/agency, hospital or health centre and to the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

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

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

(a) that the purpose of the agreement is to make the department/agency, hospital or health centre operate more efficiently according to its particular needs;

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

(c) that the Award variation necessitated by the agreement is consistent with the requirements of Section 79 of the ***Fair Work Act 1994***.

Clause 7.2. Grievance and Dispute Settling Procedure

OPDATE 29:01:2026 on and from

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

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

7.2.2 The parties or their representative/s should notify each other in writing the names of their nominated representative/s, if any, who would be responsible initially for matters arising on the job. The accredited job representative/s of the Union or other parties will be the only person/s entitled to make representations on behalf of the employees employed by the Department/Agency, Hospital or Health Centre and the Agency, Hospital or Health Centre representatives thus accredited will be responsible for dealing with matters raised by the Union job representatives or other parties.

7.2.3 The parties or their representative/s will make themselves available for consultation as required under the procedures.

7.2.4 The parties or their representative/s should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.

7.2.5 If the matter is not resolved at this level the parties or their representative/s must ask for it to be referred to the Department/Agency, Hospital or Health Centre representative nominated under 7.2.2 above, who will arrange a conference to discuss the matter.

7.2.6 The consultation process as prescribed in subclause 7.2.5 will commence within 24 hours of the grievance, dispute or likely dispute having been indicated, or within a period as may be agreed by the parties.

7.2.7 If the matter is not resolved at the conference convened under subclause 7.2.6, the matter must be referred to a further conference to be attended by the designated Department/Agency, Hospital or Health Centre representative/s and others.

7.2.8 If the matter cannot be resolved when the above referred to procedures have been implemented, both parties or their representative/s should enter into consultation at a higher level as the parties consider appropriate.

7.2.9 At any stage in the procedures, after consultation between the parties has taken place under the 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.

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

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

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

7.2.13 If a party fails to observe these procedures the other party may take such steps as it determines necessary to resolve the matter.

7.2.14 These procedures will not restrict the Department/Agency, Hospital or Health Centre or its representatives or an authorised official of the Union or representative of an employee making representation/s to each other.

Clause 7.3. Right of Entry

OPDATE 01:10:2019 on and from

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

7.3.1.1 Inspect time books and wages records; and

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

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

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

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

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

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

Clause 7.4. Shop Stewards

#OPDATE 20:12:96 on and from

An employee appointed shop steward in the shop, section or department in which the employee is employed will upon notification thereof to his/her employer, be recognised as the accredited representative of the union to which he/she belongs. An accredited shop steward will be allowed after mutual agreement reasonable time during working hours to interview the employer or the employer's representative on matters affecting employees who he/she represents.

PART 8 - MISCELLANEOUS CONDITIONS

#OPDATE 20:12:96 on and from

Clause 8.1. Anti-Discrimination

OPDATE 01:10:2019 on and from

8.1.1 It is the intention of the parties to this award to achieve the principal object in 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.

8.1.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure 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.

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

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

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

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

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

(a) a matter referred to in 8.1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;

(b) a matter referred to in 8.1.1 from being a reason for termination 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 8.2. Other Conditions of Employment

OPDATE 01:10:2019 on and from

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

Clause 8.3. Employees Appointed Pursuant to the Public Sector Act 2009

OPDATE 01:10:2019 on and from

Employees who are appointed pursuant to the *Public Sector Act 2009* (as amended) will not be subject to the conditions specified in Clauses 3.1 and 3.6.

Clause 8.4. Drivers

#OPDATE 20:12:96 on and from

Those employees classified as either Motor Lorry Driver or Motor Car Driver will have their rates of pay prescribed by the Government Transport Workers' Award.

Clause 8.5. Introduction of Change

OPDATE 22:03:2006 1st pp on or after
8.5.1 Notification of intended Changes

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

8.5.1.2 Significant effects include:

- termination of employment;
- major changes in the composition, operation or size of the employer's workforce or in the skills required;
- the elimination or 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.

8.5.1.3 Where the Award makes provision for alteration of any of the matters in 8.5.1.2, an alteration will be deemed not to have significant effect.

8.5.2 Consultation with Employees and their Union

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

(a) the introduction of the changes referred to in 8.5.1.1;
(b) the effects the changes are likely to have on employees;
(c) measures to avert or mitigate the adverse effects of such changes on employees.
The employer must give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

8.5.2.2 The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in 8.5.1.1.

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

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

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

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

Clause 8.6 Enterprise Flexibility

OPDATE 01:10:2019 on and from
8.6.1 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].*

8.6.2 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.

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

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

8.6.5 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.

8.6.6 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.

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

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

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

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

SOUTH AUSTRALIAN GOVERNMENT PRINTING INTERIM AWARD

SCHEDULE 1 - RATES OF PAY

OPDATE 01:10:2026 on and from
NOTE:- The wages in this Schedule operate from the first full pay period commencing on or after 1 July 2026.

Level	Rate of Pay ($) Per Week 1st Increment	Rate of Pay ($) Per Week 2nd Increment	Rate of Pay ($) Per Week 3rd Increment
Training	1,042.60		
Printing Employee G.1	1,069.20	1,082.90	1,096.80
Printing Employee G.2	1,110.00	1,123.80	
Printing Employee G.3	1,137.00	1,154.20	
Printing Employee G.4	1,167.20	1,181.20	
Printing Employee G.5	1,198.00	1,211.70	
Printing Employee G.6	1,233.10	1,248.10	
Printing Employee G.7	1,272.90	1,287.70	
Printing Employee G.8	1,311.90	1,319.00	
Printing Employee G.9	1,342.50	1,349.10	

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 PRINTING INTERIM AWARD

SCHEDULE 2 - SUPPORTED WAGE PROVISIONS

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

Clause S2.1 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 S2.2 Eligibility Criteria

S2.2.1 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*.

S2.2.2 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.

S2.2.3 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 and Inclusion Act 2023* (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 and Inclusion Act 2023* (as amended) and the Standards contained therein, as amended from time to time.

Clause S2.3 Supported Wage Rates

S2.3.1 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 S2.4)	*% of prescribed Award rates*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S2.3.2 Provided that the minimum amount payable will not be less than $117.44 per week.

S2.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

Clause S2.4 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 S2.5 Lodgement Of Assessment Instrument

S2.5.1 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.

S2.5.2 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 S2.6 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 S2.7 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 S2.8 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 S2.9 Trial Period

S2.9.1 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.

S2.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

S2.9.3 The minimum amount payable to the employee during the trial period will not be less than $117.44 per week.

S2.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.

S2.9.5 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 S2.4.

SOUTH AUSTRALIAN GOVERNMENT PRINTING INTERIM AWARD

SCHEDULE 3. - TRAINING WAGE ARRANGEMENTS

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

Clause S3.1 Title

This Schedule shall be known as South Australian Government Printing Interim Award Training Wage Arrangements Schedule.

Clause S3.2 Arrangement

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

Clause S3.3 Application

S3.3.1 This Schedule shall apply to persons:

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

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

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

This Schedule only applies to AQF IV ***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.

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

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

Clause S3.4 Operation

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

Clause S3.5 Definitions

S3.5.1 ***Act*** means the *South Australian Skills Act 2008* or any successor legislation.

S3.5.2 ***Adult Trainee*** means for the purpose of this Schedule a Trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.

S3.5.3 ***Approved Training*** means that training which is specified in the ***Training Plan***, which is part of the ***Training Agreement***, which is registered with the ***SC***. It includes training undertaken both on and off-the-job in a ***Traineeship*** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National ***Training Package*** or a ***Traineeship*** Scheme and leads to a qualification under the Australian Qualification Framework.

S3.5.4 ***SC*** means the Training and Skills Commission under the Act.

S3.5.5 ***Award*** means the South Australian Government Printing Interim Award.

S3.5.6 ***Existing Employees*** means a person employed by the employer under the ***Award*** immediately prior to becoming an ***Adult Trainee***.

S3.5.7 ***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.

S3.5.8 ***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***.

S3.5.9 ***Training Agreement*** means a Contract of Training for a ***Traineeship*** made between the employer and a ***Trainee***, which is registered with the ***SC***.

S3.5.10 ***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.

S3.5.11 ***Training Plan*** means a programme of training which forms part of a ***Training Agreement*** registered with the ***SC***.

S3.5.12 ***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***.

S3.5.13 ***Tribunal*** means the South Australian Employment Tribunal

S3.5.14 ***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 S3.6 Training Conditions

S3.6.1 The ***Trainee*** shall attend an ***Approved Training*** course or ***Training Program*** prescribed in the ***Training Agreement*** or as notified to the trainee by the ***SC*** in accredited and relevant Training Schemes.

S3.6.2 Employment as a ***Trainee*** under this Schedule shall not commence until the relevant ***Training Agreement***, made in accordance with a Training Scheme, has been signed by the employer and the Trainee and lodged for registration with the ***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.

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

S3.6.4 The provisions of the Act dealing with the monitoring by officers of the ***SC*** and the use of training records or work books as part of this monitoring process shall apply to ***Traineeships*** under this Schedule.

Clause S3.7 Employment Conditions

S3.7.1 A full-time ***Trainee*** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV ***Traineeships*** which may extend up to two years full-time, provided that a ***Trainee*** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. Existing employees will not be subject to a probation period. By agreement in writing, and with the consent of the ***SC***, the Employer and the ***Trainee*** may vary the duration of the ***Traineeship*** and the extent of ***Approved Training*** provided that any agreement to vary is in accordance with the relevant ***Traineeship Scheme***. A part-time ***Trainee*** shall be engaged in accordance with the provisions of Clause S3.11 Part-Time Traineeships**,** of this Schedule.

S3.7.2 Where the ***Trainee*** completes the qualification in the ***Training Agreement*** earlier than the time specified in the ***Training Agreement***, then the ***Traineeship*** may be concluded by mutual agreement.

S3.7.3 Termination of employment of ***Trainees*** is dealt with in the ***Training Agreement***, or the Act. An employer initiating such action shall give written notice to the ***Trainee*** at the time the action is commenced and to the ***SC*** in accordance with the Act.

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

S3.7.5 Where the employment of a ***Trainee*** by the employer is continued after the completion of the ***Traineeship*** period, such ***Traineeship*** period shall be counted as service for the purposes of the Award or any other legislative entitlements.

S3.7.6 **Trainees working overtime**

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

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

S3.7.6.3 No ***Trainee*** shall work shiftwork unless the shiftwork makes satisfactory provision for ***Approved Training***. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork ***Trainees***.

S3.7.6.4 The ***Trainee*** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a ***Trainee*** to be paid at a higher rate, or the employer and ***Trainee*** agree in writing that a ***Trainee*** will be paid at a higher rate, in which case the higher rate shall apply.

S3.7.7 All other terms and conditions of the Award that are applicable to the ***Trainee*** or would be applicable to the ***Trainee*** but for this Schedule shall apply unless specifically varied by this Schedule.

S3.7.8 A ***Trainee*** who fails to either complete the ***Traineeship***, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the ***Traineeship***, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award. This clause does not apply to existing employees.

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

Clause S3.8 Wages

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

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

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

S3.8.4 **Wage Level A**

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

	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		

S3.8.5 **Wage Level B**

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

	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		

S3.8.6 **Wage Level C**

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

	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		

S3.8.7 **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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause S3.9 Dispute Settling Procedures

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

Clause S3.10 Dispute Settlement Over Traineeship Schemes

S3.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular ***Traineeship*** Scheme despite the allocation of the scheme to a Wage Level by Section A.

S3.10.2 The party shall:

S3.10.2.1 Notify the relevant parties of an intention to dispute the particular ***Traineeship Scheme***, identifying the scheme.

S3.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S3.10.2.3 If agreement cannot be reached the matter may be referred to the Tribunal for conciliation.

S3.10.2.4 If agreement is not reached during conciliation then an application may be made to include the ***Traineeship*** scheme in Section B.

Clause S3.11 Part-Time Traineeships

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

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

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

S3.11.2 **Wages**

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

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

	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 [S3.11.6.2]	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

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

S3.11.3.1 Where the ***Approved Training*** for a ***Traineeship*** (including a school based ***Traineeship***) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time ***Trainee*** on-the-job.

S3.11.3.2 Where the ***Approved Training*** is undertaken solely on-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (i.e. the same as for the equivalent full-time ***Traineeship),*** then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S3.11.3.3 Where the ***Approved Training*** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (ie the same as for the equivalent full-time ***Traineeship***), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

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

S3.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time ***adult trainee*** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a ***trainee***.

S3.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S3.11.4 **General formula**

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

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

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

* 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 S3.8.4, S3.8.5, S3.8.6 and S3.8.7 of this Schedule.

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

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

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

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

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

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

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

Average weekly training time is therefore 7.6 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.

S3.11.6 **Employment conditions for all part-time trainees**

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

S3.11.6.2 However, a ***Trainee*** undertaking a school based ***Traineeship*** may, with the agreement of the ***Trainee***, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a ***Trainee*** is called upon to work on a public holiday the provisions of the Award shall apply.

S3.11.6.3 A part-time ***Trainee*** may, by agreement, transfer from a part-time to a full-time ***Traineeship*** position should one become available.

S3.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time ***Trainees***.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

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
Civil Construction	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

Training Package	*Certificate Level*
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	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	I II
Entertainment Industry	I II III
Extractive Industry	II III
Floristry	II

Training Package	*Certificate Level*
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 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

APPLICATIONS FILED

File No	Description
03544/2001	AWARD VARIATION Award varied. Cl. 6.7 Allowances, Sch. 1 Rates of Pay re SWC 2001. Opdate ppc 01/08/2001.
03796/2002	AWARD VARIATION Award varied. Cl. 6.7 Allowances, Sch. 1 Rates of Pay re SWC 2002. Opdate ppc 01/08/2002.
03150/2003	AWARD VARIATION Award varied. Cl. 6.7.1 First Aid Allowance, Sch. 1 Rates of Pay re SWC 2003. Opdate 01/08/2003.
03515/2004	AWARD VARIATION Award varied. Cl. 6.7.1 First Aid Allowance, Sch. 1 Rates of Pay re SWC 2004. Opdate ppc 01/08/2004.
05410/2004	AWARD VARIATION Award NOT varied. Appln withdrawn re trainee rates of pay & supported wage system.
06745/2004	AWARD REVIEW S99 Award varied. Cl. 1.6 Definitions, Cl. 7.3 Right of Entry, Cl. 8.5 Introduction of Change, New Cl. 8.6 Enterprise Flexibility, New Sch. 2 Supported Wage Provisions, New Sch. 3 Training Wage Arrangements. Opdate ppc 22/03/2006.
04209/2005	AWARD VARIATION Award varied. Cl. 6.7.1 First Aid Allowance, Sch. 1 Rates of Pay re SWC 2005. Opdate ppc 01/08/2005.
04210/2005	AWARD VARIATION Award NOT varied - appln withdrawn re severance pay.
00846/2006	AWARD VARIATION Award varied. Cl. 1.3 Scope & Persons Bound, Cl. 1.7 Classification of Employees, Cl. 3.2 Permanent Part-Time Employment, Cl. 3.3 Casual Employment, New Cl. 3.4 Temporary Employment, Renumber Cl. 3.4-3.10 as 3.5-3.11, Absence from Duty, Cl. 6.2 Overtime, Cl. 7.1 Consultative Mechanism, Cl. 7.2 Grievance & Dispute Settling Procedure, Cl. 8.1 Anti-Discrimination, Cl. 8.2 Other Conditions of Employment, Cl. 8.3 Employees Appointed Pursuant to the Public Sector Management Act 1995 re "DAIS" and casual & part-time employees. Opdate ppc 27/02/2006.
01755/2006	AWARD VARIATION Award varied. Cl. 1.6 Definitions, Cl. 3.6 Shut Down, Cl. 5.1 Personal Leave - Injury & Sickness, New Cl. 5.2 Bereavement Leave, New Cl. 5.3 Parental Leave, New Cl. 5.4 Personal Leave to Care For a Family Member, and New Cl. 5.5 Continuous Service. Opdate ppc 24/03/2006.
03462/2006	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Sch.1 Rates of Pay re Remuneration Minimum Standard. Opdate ppc 17/04/2006.
04823/2006	AWARD VARIATION Award varied. New Cl. 2.5 Safety Net Adjustments, New Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay re General Appln to Review Wages 2006. Opdate ppc 01/08/2006.
02461/2007	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Sch.1 Rates of Pay, Sch. 2 Supported Wage Provisions re Minimum Standard for Remuneration; Sch. 3 Training Wage Arrangements. Opdate ppc 02/03/2007.

File No	Description
04666/2007	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2007 & Minimum Standard. Opdates ppc 01/08/2006, 01/10/2007 & 01/01/2008.
05888/2008	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2008. Opdate ppc 01/10/2008.
05764/2009	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2009. Opdate ppc 01/10/2009.
04696/2010	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2010. Opdate ppc 01/10/2010.
04333/2011	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2011. Opdate ppc 01/10/2011.
05906/2011	AWARD REVIEW S99 Award varied. Cl. 3.3 Casual Employment re MSR Casual Loading Case. Opdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
00781/2012	AWARD VARIATION Award varied. Cl. 1.6.5, new Cl. 6.1.7.7 re Hansard Night Shift Work. Opdate 19/03/2012.
01360/2012	AWARD REVIEW S99 Review not finalised.
02804/2012	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2012. Opdate ppc 01/07/2012.
03095/2013	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2013. Opdate ppc 01/07/2013.
04478/2014	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2014. Opdate ppc 01/07/2014.
06628/2015	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2015. Opdate ppc 01/07/2015.

File No	Description
3224/2016	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2016. Opdate ppc 01/07/2016.
3371/2017	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2017. Opdate ppc 01/07/2017.
4402/2018	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2018. Opdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2019. Opdate ppc 01/07/2019.
ET-19-00721	S99 REVIEW OF AWARD Award varied. Cl. 1.2 Arrangement, Cl.1.3 Scope and Persons Bound, Cl. 2.6 Economic Incapacity Applications, Cl. 3.3 Casual Employment, Cl. 3.7 Shut Down, Cl. 6.2 Overtime, Cl. 6.6 Meal Allowance, Cl. 7.1 Consultative Mechanism, Cl. 7.2 Grievance and Dispute Settling Procedure, Cl. 7.3 Right of Entry, Cl. 8.1 Anti-Discrimination, Cl. 8.2 Other Conditions of Employment, Cl. 8.3 Employees Appointed Pursuant to the Public Sector Management Act 1995 (incl. title), Cl. 8.6 Enterprise Flexibility, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions (cl. 2.2 Eligibility Criteria, cl. 3.5 Definitions), Sch. 3 Training Wage Arrangements (cl. 3.10 Dispute Settlement Over Traineeship Scheme). Opdate 01/10/2019.
ET-21-00552	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Cl. 6.7 Allowances re SWC 2020 (allowances). Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2021. Opdate ppc 01/07/2021.
ET-23-00803	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2022. Opdate ppc 01/07/2022.
ET-23-05990	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2023. Opdate ppc 01/07/2023.
ET-24-05140	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2024. Opdate ppc 01/07/2024.
ET-25-02729	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2025. Opdate ppc 01/07/2025.

File No	Description
ET-25-05000	S 99 AWARD REVIEW Award varied. Cl 1.3 Scope and Persons Bound, Cl 1.6 Definitions, Cl 5.3 Parental Leave, Cl 7.2 Grievance and Dispute Settling Procedure, Schedule 2 – Supported Wage Provisions, Schedule 3 – Training Wage Arrangements. Opdate ppc. 29/01/2026.
ET-26-04300	AWARD VARIATION Award varied. Cl.2.3 Junior Employees, Cl. 2.5 Safety Net Adjustments, Cl. 2.6 Economic Incapacity Applications, Cl. 6.7 Allowances, Sch. 1 Rates of Pay, Sch. 2 Supported Wage Provisions, Sch. 3 Training Wage Arrangements re SWC 2026. Opdate ppc 01/07/2026.