SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL	**SA PUBLIC SECTOR AND LOCAL GOVERNMENT ENTITIES CLERKS AWARD**

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

PART 1 - APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 TITLE

OPDATE 17:05:2013 on and from
This Award is known as the "SA Public Sector and Local Government Entities Clerks Award".

CLAUSE 1.2 ARRANGEMENT

OPDATE 01:10:2019 on and from
1.2.1 **By part**

Clause No. Title

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Clause No. Subject matter

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7.1 Annual leave
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CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 01:10:2019 on and from

1.3.1 This Award applies throughout the State of South Australia to persons employed (by employers stated in clause 1.3.2) as clerical and other office workers who are employed in occupations in Schedule 1 of this Award.

1.3.2 This Award shall be binding on the following employers:

1.3.2.1 The Chief Executive, Department of Treasury and Finance in respect to employees of the Superannuation Funds Management Corporation of SA (trading as Funds SA), Adelaide Festival Centre Trust, HomeStart Finance, the Phylloxera and Grape Industry Board of South Australia (trading as Vinehealth Australia) and any other public sector organisation that is not named as a respondent to other Awards and whose employees are employed in occupations in Schedule 1 of this Award.

1.3.2.2 The following local government entities:

(a) Local Government Association of South Australia;
(b) Local Government Association Mutual Liability Scheme;
(c) Local Government Superannuation Scheme operating as Local Super;
(d) Stormwater Management Authority; and
(e) Local Government Disaster Fund.

1.3.2.3 Any other local government entity covered by the State industrial relations system and not a party bound by the South Australian Municipal Salaried Officers Award.

1.3.3 This Award is not binding on those persons who are for the time being subject to an Enterprise Agreement under the Act to the extent that the terms of the Agreement are inconsistent with the Award.

CLAUSE 1.4 COMMENCEMENT DATE AND DURATION

OPDATE 17:05:2013 on and from
This Award, as varied by section 99 review, operates on and from 17 May 2013 and continues in force as amended from time to time until rescinded or replaced.

CLAUSE 1.5 DEFINITIONS

OPDATE 01:10:2019 on and from

1.5.1 ***Clerk*** shall be deemed to mean any person covered by this Award.

1.5.2 ***Union or relevant Union*** means the Amalgamated ASU (SA) State Union (Australian Services Union).

1.5.3 The ***ordinary hourly rate*** means the weekly rate for ordinary hours of work for a full time employee as prescribed in Schedule 2 – Wages, for the employee's classification divided by 38, or a lesser number as allowed for in clauses 4.2.2 and 4.2.3, rounded up to the nearest cent.

1.5.4 ***Full-time employee*** means an employee as defined in clause 4.2.2.

1.5.5 ***Part-time employee*** means an employee as defined in clause 4.2.3.

1.5.6 ***Casual employee*** means an employee as defined in clause 4.2.4.

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

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

1.5.9 ***Tribunal*** means the South Australian Employment Tribunal acting as the Industrial Commission.

1.5.10 ***Continuous Service*** means service as prescribed in clause 1.6.

CLAUSE 1.6 CONTINUOUS SERVICE

OPDATE 02:06:2008 on and from

1.6.1 **Maintenance of continuous service**

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

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

1.6.1.2 Absence of the employee from work for any cause by leave of the employer.

1.6.1.3 Absence from work on account of illness, disease or injury.

1.6.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

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

1.6.1.6 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.

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

1.6.1.8 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.

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

1.6.2 **Calculation of period of service**

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

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

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

PART 2 - AWARD FLEXIBILITY

CLAUSE 2.1 ENTERPRISE FLEXIBILITY PROVISION

OPDATE 01:10:2019 on and from

2.1.1 In this clause a ***relevant association*** means an organisation of employees that:

2.1.1.1 Has an interest in this Award; and

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

[NOTE: The failure by an employer to give each ***relevant 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.]

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

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

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

2.1.5 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 shall be made to the ***Tribunal***. The agreement shall be made available in writing, to all employees at the enterprise or workplace and to the Associations having an interest in the Award.

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

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

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

2.1.7.2 That the majority of employees covered by the agreement genuinely agree to it;

2.1.7.3 That the award variation necessitated by the agreement meets the requirements of Section 79 of ***the Act***.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 02:06:2008 on and from

3.1.1 **Notification of intended changes**

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

3.1.1.1 ***Significant effects*** include:

(a) termination of employment;

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

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

(d) the alteration of hours of work;

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

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

3.1.2 **Consultation with employees and their union**

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

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

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

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

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

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

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

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

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

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

CLAUSE 3.2 DISPUTE AVOIDANCE / GRIEVANCE PROCESS

OPDATE 01:10:2019 on and from

3.2.1 Any industrial dispute or claim arising out of or relating to this Award must be dealt with in the following manner:

3.2.1.1 As soon as is practicable after the dispute or claim has arisen, the employee concerned must take the matter up with their immediate supervisor affording that supervisor the opportunity to remedy the cause of the dispute or claim.

3.2.1.2 Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and the immediate supervisor would be inappropriate the employee may notify a representative of the ***Union*** or other representative of the employees choice, who, if that representative considers that there is some substance in the dispute or claim, will forthwith take the matter up with the employer or the employer's representative.

3.2.1.3 If the matter is not settled it may be submitted to the ***Tribunal*** for resolution.

3.2.1.4 Without prejudice to either party, work should continue in accordance with the Award while the matters in dispute are being dealt with in accordance with this clause.

CLAUSE 3.3 CONSULTATIVE MECHANISM

OPDATE 02:06:2008 on and from

This Award requires enterprises to establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIPS AND RELATED MATTERS

CLAUSE 4.1 ANTI-DISCRIMINATION

OPDATE 01:10:2019 on and from

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

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

4.1.3 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 ***Commission***, 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.

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

(a) a matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;

(b) a matter referred to in 4.1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

CLAUSE 4.2 EMPLOYMENT CATEGORIES

OPDATE 01:10:2019 on and from

4.2.1 **Weekly hired employment – full-time and part-time**

The contract of hiring of every employee bound by this Award will, in the absence of express contract to the contrary, be deemed to be hiring by the week be it as a ***full-time employee*** or ***part-time employee***.

4.2.2 **Full-time employment**

A ***full-time employee*** means an employee who is engaged by the week for 38 ordinary hours per week provided that where the normal full-time hours for a particular workplace covered by this Award are less than 38 then that is the number of hours regarded as full-time.

4.2.3 **Part-time employment – special conditions**

4.2.3.1 ***Part-time employee*** means an employee who is engaged by the week for not less than 15 ordinary hours per week nor more than 37.5 ordinary hours per week provided that where the normal ***full-time*** hours in a particular workplace for employees covered by this Award are less than 38 hours per week, the maximum part-time hours shall be one half hour less than the normal full time hours of work. Provided that where an individual employee requests and the employer agrees, the minimum engagement in any week may be less than 15 hours, but not less than 7.6 hours.

4.2.3.2 For working ordinary hours a ***part-time employee*** is to be paid the appropriate ***ordinary hourly rate***, multiplied by the number of hours worked by the part-time employee in the week concerned.

4.2.3.3 ***Part-time employees*** are entitled to the penalties and/or overtime rates prescribed in this Award. In this regard the maximum number of ordinary hours for a part-time employee is as provided for in clause 4.2.3.1.

4.2.3.4 ***Part-time employees*** accrue personal leave and annual leave on a pro rata basis in accordance with the provisions of clauses 7.1, 7.2 and 7.5, depending on the number of hours worked in each week.

4.2.3.5 Where a ***part-time employee*** usually works on a day of the week on which a public holiday occurs and the employee is not required to work on that day the employee must be paid for the hours the employee would have usually worked on that day.

4.2.3.6 A ***part-time employee*** is to be paid a minimum of three hours on any day that the employee is required to work.

4.2.4 **Casual employment**

4.2.4.1 A ***casual employee*** is an employee engaged on a contract of hire, which is less than weekly.

4.2.4.2 A ***casual employee*** who works ordinary hours is entitled to be paid the same ordinary hourly rate as a weekly hired employee, but with the addition of a 20 per cent casual loading. Such rates are deemed to be the employee's ordinary rate for the purpose of calculating the rates to be paid pursuant to 6.1, 6.3, 6.5 and 6.6.

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

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

4.2.4.3 A ***casual employee*** is entitled to be paid for a minimum of three hours on any Monday to Friday that the employee is required to work. A ***casual employee*** required to work on a Saturday is to be paid in accordance with Clause 6.5 Saturday Work.

4.2.4.4 With the exception of clause 4.3.3 the provisions of clauses 4.3 and 4.4 shall not apply to ***casual employees***.

4.2.5 **Conversion of employment status**

4.2.5.1 Notwithstanding the provisions set out in 4.2.1, 4.2.3 and 4.2.4 on and from 1 October 2002, any employee:

(a) engaged on a contract of employment who is entitled to be, or is, paid as a ***casual employee***; and

(b) who has been employed by an employer during a period of at least 12 months, either:

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

(ii) on a regular and systematic basis for an ongoing period of employment; and

whose employment is consistent with ***full-time*** or ***part-time employment*** as defined in clauses 4.2.2 and 4.2.3,

shall thereafter have the right to elect to have his or her employment converted to ***full-time*** employment or ***part-time*** employment as defined.

4.2.5.2 Every employer of such an employee shall give the employee notice in writing of the provisions of 4.2.5.1 within four weeks of the employee attaining 12 months ***continuous service***. The employee retains his or her right of election under this clause if the employer fails to comply with the clause.

4.2.5.3 Any such employee who does not within four weeks of receiving written notice elect to convert his or her employment to ***full-time employment*** or ***part-time employment*** will be deemed to have elected against any such conversion.

4.2.5.4 Any employee who has a right to elect under clause 4.2.5.1, upon receiving notice under clause 4.2.5.2 or after the expiry of the time for giving such notice, may at any time thereafter give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her employment to ***full-time*** or ***part-time employment***, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert to full-time or ***part-time*** employment shall be dealt with as far as practicable with expedition in accordance with Clause 3.2 Dispute Avoidance/Grievance Process.

4.2.5.5 Once an employee has elected to become and been converted to a ***full-time employee*** or a ***part-time employee***, the employee may only revert to casual employment by written agreement with the employer.

4.2.5.6 If an employee has elected to have his or her employment converted to ***full-time*** or ***part-time*** employment in accordance with clause 4.2.5.4, the employer and employee shall (subject to clause 4.2.5.4) discuss and agree upon which form of employment the employee will convert to, that is, ***full-time*** or ***part-time***. Following such agreement being reached, the employee shall convert to ***full-time*** or ***part-time*** employment.

4.2.5.7 Where, in accordance with clause 4.2.5.4 an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

4.2.5.8 Any dispute about the arrangements to apply to an employee converting from casual employment to ***full-time*** or ***part-time*** employment shall be dealt with as far as practicable with expedition in accordance with Clause 3.2 Dispute Avoidance/Grievance Process.

4.2.5.9 An employer must not engage or re-engage, or dismiss or threaten to dismiss, or prejudice or threaten to prejudice an employee in employment to avoid any obligation under this clause.

4.2.5.10 Where an employee converts from casual employment to ***full-time*** or ***part-time*** employment, the employee's service for the purposes of leave entitlements (other than long service leave) will be calculated from the commencement of ***part-time*** or ***full-time*** employment.

4.2.5.11 When an employee converts from casual employment to ***full-time*** or ***part-time*** employment under this clause, the employee's previous service as a ***casual employee***, to the extent that employment was:

(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 was consistent with ***full-time*** or ***part-time*** employment as defined in sub-clauses 4.2.2 and 4.2.3, shall constitute part of the period of continuous service pursuant to Clause 4.3 Termination of Employment and Clause 4.4 Redundancy, and be counted for the purposes of those Clauses.

4.2.6 **Juniors**

See Schedule - 2 Wages

CLAUSE 4.3 TERMINATION OF EMPLOYMENT

OPDATE 02:06:2008 on and from

4.3.1 **Notice of termination by employer**

4.3.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice (which notice may be given at any time provided that the termination will take effect at the end of a days work):

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

4.3.1.2 In addition to the notice in 4.3.1.1, employees over 45 years of age at the time of the giving of notice with not less than 2 years ***continuous service*** are entitled to additional notice of 1 week.

4.3.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.3.1.1 and/or 4.3.1.2 and/or 4.4.4.1 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

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

4.3.1.5 The period of notice in clauses 4.3.1.1 and 4.3.1.2 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.

4.3.2 **Time off during notice period**

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

4.3.3 **Statement of employment**

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

4.3.4 **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.

4.3.5 **Notice of termination by employee**

In order to terminate employment an employee (other than a ***casual employee***) must give the employer the following notice (which notice may be given at any time provided that the termination will take effect at the end of a days work):

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

or forfeit the wages appropriate to the said notice period.

CLAUSE 4.4 REDUNDANCY

OPDATE 01:10:2019 on and from

4.4.1 **Definitions**

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

Small business means an employer who employs fewer than 15 employees

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

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

4.4.2 **Exclusion**

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

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

4.4.3 **Discussions before termination**

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

(a) the reasons for the proposed terminations;

(b) measures to avoid or minimise the terminations;

(c) measures to mitigate the adverse effects of any terminations on the employees concerned.

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

(a) the reasons for the proposed terminations;
(b) the number and categories of employees likely to be affected;
(c) the number of workers normally employed; and
(d) the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information the disclosure of which when looked at objectively, would be against the employer's interests.

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

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

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

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

4.4.5 **Time off during notice period**

4.4.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.

4.4.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.5.3 The time off during notice period entitlements under this clause 4.4.5 apply in lieu of the provisions of 4.3.2.

4.4.6 **Notification to Centrelink**

Where a decision has been made to terminate the employment of an employee, or of employees, on account of ***redundancy*** the employer must notify Centrelink accordingly as soon as possible, giving relevant information including:

(a) a written statement of the reason(s) for the termination(s);
(b) the number and categories of the employees likely to be affected; and
(c) the period over which the termination(s) are intended to be carried out.

4.4.7 **Severance pay**

4.4.7.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in 4.3.1 and 4.4.4.

4.4.7.2 Severance pay - employees of a small business

An employee of a ***small business*** as defined in 4.4.1 whose employment is terminated by reason of ***redundancy*** is entitled to the following amount of severance pay in respect of a period of ***continuous service***:

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

4.4.7.3 Severance pay – other than employees of a small business

An employee, other than an employee of a ***small business*** as defined in 4.4.1, whose employment is terminated by reason of ***redundancy***, is entitled to the following amount of severance pay in respect of a period of ***continuous service***:

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

* ***Weeks pay*** is defined in 4.4.1.

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

In addition to the severance pay in 4.4.7.3 an employee with not less than 10 years ***continuous service***, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

4.4.7.5 Continuity of ***service*** will be calculated in the manner prescribed by clause 1.6.

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

4.4.7.7 An employer may apply to the ***Tribunal*** for an order allowing the offsetting of all or part of an employee's entitlement to severance payment on the basis that such payment of part thereof is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on ***redundancy*** occurring.

4.4.8 **Incapacity to pay**

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

4.4.9 **Alternative employment**

An employer may make application to the ***Tribunal*** to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.4.10 **Written notice**

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

(a) the date and time to the proposed termination of the employee's employment;

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

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

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

4.4.11 **Transfer to lower paid duties**

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

4.4.12 **Employee leaving during notice**

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

4.4.13 **Transmission of business**

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 4.6.2 or 4.6.3 are met.

4.4.14 **Contrived arrangements**

Subject to an order of the ***Tribunal***, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 4.4.7.3 or 4.4.7.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.4.7.2.

CLAUSE 4.5 SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)

OPDATE 01:10:2019 on and from

4.5.1 **Continuity of service**

For the purpose of clauses 4.3, 4.4 and 4.6 ***service*** means ***continuous service*** as defined in clause 1.6.

4.5.2 **Service with two or more corporations**

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the *Corporations Act 2001* (as amended), the service of the employee with each such Corporation must be included in the calculation of the employee's ***continuous service*** for the purposes of determining the employee's entitlements pursuant to 4.3, 4.4, and 4.6 of this Award.

CLAUSE 4.6 TRANSMISSION

OPDATE 01:10:2019 on and from

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

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

4.6.2 **Acceptance of employment with transmittee**

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

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

4.6.2.2 the provisions of clause 4.4 do not apply in respect of the termination of the employee's employment with the ***transmittor***.

4.6.3 **Offer of employment with the transmittee**

An employee is not entitled to benefits under clause 4.4 in respect of the termination of the employee's employment resulting from ***transmission*** of the business, undertaking, establishment or part of it if:

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

4.6.3.2 The offer is made before the ***transmission*** of the business, undertaking or part thereof;

4.6.3.3 The terms and conditions of the new employment offered;

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

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

4.6.3.4 The employee unreasonably refuses to accept the offer.

CLAUSE 4.7 FLEXIBILITY OF WORK

OPDATE 02:06:2008 on and from
Employees within each classification are to perform a wider range of duties involving work which are incidental or peripheral to their main tasks or functions.

PART 5 - WAGES AND RELATED MATTERS

CLAUSE 5.1 CLASSIFICATION OF EMPLOYEES

OPDATE 02:06:2008 on and from
Refer to Schedule 1.

CLAUSE 5.2 WAGE RATES

OPDATE 02:06:2008 on and from
Refer to Schedule 2.

CLAUSE 5.3 ALLOWANCES

OPDATE 02:06:2008 on and from
Refer to Schedule 3.

CLAUSE 5.4 SUPPORTED WAGES SYSTEM FOR EMPLOYEES WITH DISABILITIES

OPDATE 02:06:2008 on and from
Refer to Schedule 4.

CLAUSE 5.5 HIGHER DUTIES

OPDATE 02:06:2008 on and from
An employee who for a period of one day or more is called upon to perform the work of an employee in a higher level must be paid for all time worked at a minimum of the rates of pay prescribed for that higher level.

CLAUSE 5.6 PAYMENT OF WAGES

OPDATE 02:06:2008 on and from

5.6.1 All wages and allowances will accrue and become payable from week to week and will be payable weekly during working hours. Provided that such wages may be paid fortnightly where it is by mutual agreement between the employer and those employees.

5.6.2 Payment for overtime worked within the pay week and before the pay day need not be made until the succeeding pay day.

5.6.3 On the first occasion of any alteration of the rates upon which ordinary wages and/or deductions are computed and whenever overtime is payable, the employee will be advised of the amount of ordinary salary, overtime or other amounts due with details of all deductions made from such gross earnings together with the net amount paid.

5.6.4 Employers may pay wages in a non-cash form such as by cheque or direct bank deposit providing the employee has given a written authority pursuant to section 68 of ***the Act***.

CLAUSE 5.7 OCCUPATIONAL SUPERANNUATION

OPDATE 02:06:2008 on and from (reserved matter)

5.7.1 **Scope and persons bound**

This clause is binding on all persons prescribed in clause 1.3 of the Award.

5.7.2 **Duration**

This clause shall come into force from the 6 February 1989, and shall continue in force for two years. Subject to 5.7.4 the contributions prescribed in 5.7.7 become due and payable from the first full pay period on or after 1 April 1989.

5.7.3 **Definitions**

In this clause unless the contrary intentions appears:

Employee shall mean any person employed by an employer as a clerk or on other clerical and office work whose classification is set out in Schedule 1.

Employer shall mean an employer who employs an employee as defined herein.

Existing superannuation fund shall mean a superannuation fund established to provide Occupational Superannuation (as defined) for employees prior to the 2 February 1989. Provided that such fund complies with the Occupational Superannuation Standards Act 1987 and regulations thereunder for Occupational Superannuation Funds and has received the appropriate preliminary listing for taxation purposes from the Insurance and Superannuation Commission.

Fund shall mean an ***existing superannuation fund***, an ***industry based superannuation fund*** or a ***preferred superannuation fund***.

Industry based superannuation fund shall mean a Superannuation Fund established for a particular industry or industries to provide ***occupational superannuation*** for employees and capable of accepting employees bound by this Clause as members. Provided that such fund complies with the *Occupational Superannuation Standards Act 1987* and Regulations thereunder for Occupational Superannuation Funds and has received the appropriate preliminary listing for taxation purposes from the Insurance and Superannuation Commission.

Occupational superannuation shall mean superannuation contributions made as a result of, and in accordance with the Superannuation Principle contained in the State Wage Decision I68 of 88, or the Superannuation Principle of previous State Wage Decisions.

Ordinary time earnings shall mean the wages received by an employee for work performed in ordinary hours and shall include allowances and overaward payments but shall not include any bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

Preferred superannuation fund shall mean:

(a) The Statewide Superannuation Trust established and governed by a Trust Deed dated 29 September 1988, as may be amended from time to time and includes any superannuation scheme which may be made in succession thereto or;

(b) The Australian Retirement Fund established and governed by a Trust Deed dated 11 July 1986, as may be amended from time to time and includes any superannuation scheme which may be made in succession thereto.

Regular employee means a ***full-time employee***, a ***part-time employee*** or a ***casual employee*** who is employed on a regular basis for not less than an average of eight (8) hours per week or in the case of junior employees not less than 12 1/2 hours per week.

5.7.4 **Eligibility of employee**

5.7.4.1 A ***regular employee*** shall from the commencement of this Clause be eligible to apply for membership of a ***fund*** having completed at least three months employment with the ***employer***.

5.7.4.2 A ***regular employee*** who was previously a member of a ***fund*** immediately prior to commencement of employment with the current ***employer*** shall be immediately eligible to apply for membership of a ***fund***.

5.7.5 **Eligibility of employer**

The ***employer*** becomes party to a ***fund*** upon the signing of a Deed of Adherence to the ***fund*** and acceptance by the Trustee, subject also to any admission agreement that may be applicable or appropriate to the ***employer***.

5.7.6 **Selection of fund**

In selecting the appropriate ***fund*** to which contributions on behalf of ***employees*** shall be made the following provisions apply:

5.7.6.1 Subject to clauses 5.7.6.2, 5.7.6.3 and 5.7.6.4 all ***regular employees*** are entitled to a Superannuation Contribution as set out in 5.7.7, and shall be eligible to apply for membership of, and have contributions paid to one of the ***preferred superannuation funds***. The selection of which ***preferred superannuation fund*** is to be at the option of the ***employees*** concerned, provided that where the ***employees*** cannot agree on one ***fund***, then the choice of the majority shall prevail in respect to which of the ***preferred funds*** is to be used.

5.7.6.2 Where ***employees*** covered by this Award are as at 2 February 1989 in receipt of **occupational superannuation** and such contributions are going to an ***existing superannuation fund*** then contributions may continue into that ***fund*** for those and future ***employees*** if the ***employer*** so desires. This provision will also apply to new ***employees*** who are subsequently employed by that ***employer***. Otherwise the options in clause 5.7.6.1 will apply.

5.7.6.3 Where other employees, not being employees covered by this Award, are already in receipt of ***occupational superannuation*** from the ***employer***, and such contributions are already going into one of the ***preferred superannuation funds***, and those employees form a majority of the employees employed by that employer, then that fund shall be deemed to be the appropriate fund for eligible ***employees*** bound by this Award.

5.7.6.4 Any ***employer*** who is eligible to participate in and makes contributions to any of the following funds:

(a) Accountants Superannuation Fund;
(b) Lawplan;
(c) Printing Industry Superannuation Fund.

or any ***industry based superannuation fund*** shall have a temporary exemption from the provisions of clauses 5.7.6.1, 5.7.6.2 and 5.7.6.3 until such time as the ***Commission*** determines, on the merits, whether an exemption in respect of such ***fund*** is, in all the circumstances, warranted.

An application for a determination of the question whether such exemption should be granted may be made by any party bound by this Award, and no exemption as provided by the ***Commission*** shall operate unless such application is made on or before 1 March 1989.

If the ***Commission*** determines that an exemption should be granted in respect of any ***fund***, ***employers*** who are or become entitled to contribute to that ***fund*** may elect to contribute or continue to contribute to such ***fund***.

5.7.6.5 Any ***employer*** who is bound by this Award and who is eligible to participate and makes contributions to Mutual Community Superannuation Fund shall be exempt from the provisions of clauses 5.7.6.1, 5.7.6.2, 5.7.6.3 and 5.7.6.4 and shall make application to the ***Commission*** on or before 1 March 1989 to determine whether such exemption should be permanent.

5.7.6.6 Subject to 5.7.6.6(a) and (b) where an ***employer*** or an ***employee*** is a member of the Brethren and holds a certificate pursuant to section 116 of the ***Act*** the ***employer*** shall be exempt from making contributions and the employee from having contributions made on his behalf to a ***preferred superannuation fund*** provided that:

(a) in the case of an ***employer*** contributions on behalf of ***employees*** shall be made into a ***Fund*** operated in accordance with and identified as a BR1188 ***fund***; and

(b) in the case of an ***employee*** contributions shall be made to a fund nominated by the ***employee*** operated in accordance with and identified as a BR1188 ***fund***.

5.7.6.7 The provisions of clause 5.7.9 shall apply to any ***fund*** into which payments being made pursuant to clauses 5.7.6.6(a) or (b)

5.7.7 **Contributions**

5.7.7.1 The contributions set out in this clause will be made for every ***regular employee***, except where an ***employee*** has through their own choice, and after being made aware of their entitlements under this clause by their ***employer***, refused to become a member of the appropriate ***fund***. Provided further that the ***employer*** shall remind any such ***employee*** of their entitlements on or about 30 June each year, and offer them the opportunity to become a member of the appropriate ***Fund***.

5.7.7.2 Subject to 5.7.7.1 the ***employer*** shall in respect of its ***employees*** for whom the ***employer*** is obliged pursuant to a Deed of Adherence completed by the ***employer*** and/or admission agreement in respect to the ***fund***, contribute the ***employee's*** entitlement to that ***fund*** during the period in which the ***employer*** is obliged pursuant to this clause and the deeds of trust of the said ***fund*** in respect of each ***employee*** as and from the date of the ***employees*** admission to membership of the ***Fund***.

5.7.7.3 The contribution made by the ***employer*** shall be 3% of the ordinary time earnings for each completed week.

5.7.7.4 A pro-rata deduction shall be made from the contribution payable for each period of unpaid leave of at least one day's duration.

5.7.8 **Payment to other superannuation funds**

If at any time, after the commencement of this clause, the ***employer*** becomes bound by an award of any Federal Industrial Tribunal or by legislation to contribute to a superannuation fund in respect of an ***employee*** other than the ***fund*** to which the ***employer*** is required to contribute pursuant to this Award then the ***employer's*** liability to make ***employer*** contributions in respect of that ***employee*** shall be reduced by the amount of contribution the ***employer*** is required by the award or legislation to make to the other ***fund*** from the date the ***employer*** becomes bound to make payments to the other ***fund***.

5.7.9 **Approved status**

Should the ***fund*** lose its approved status under the Income Tax Assessment Act or if the ***Fund*** fails to conform fully to the standards laid down by the *Occupational Superannuation Standards Act 1987* and Regulations thereunder, the ***employer*** may suspend ***employer*** contributions immediately until such time as a compliance is achieved. Provided that contributions will still accrue to each eligible ***employee***, for the period of suspension and will be paid into the ***fund*** as soon as compliance is achieved.

5.7.10 **Members of the national association of personnel consultants**

The provisions of this clause shall apply with respect to temporary clerical employees of a member of the National Association of Personnel Consultants (SA Branch) excepting the aforesaid employees shall from the commencement of this Clause be eligible to apply for membership of a ***fund*** after having worked in the case of adult employees 208 hours, and in the case of junior employees 325 hours, within a six month period with that employer.

A temporary clerical employee of a member of the N.A.P.C. (SA Branch) who was previously a member of a ***fund*** immediately prior to commencement of employment with a current N.A.P.C. member shall be immediately eligible to apply for membership of a ***fund***.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK AND PUBLIC HOLIDAYS

CLAUSE 6.1 HOURS OF WORK

OPDATE 02:06:2008 on and from

6.1.1 **Maximum ordinary hours**

The maximum number of ordinary working hours of employees other than ***part-time employees*** will be an average of 38 hours per week to be worked on one of the following basis:

(a) 38 hours within a work cycle not exceeding seven consecutive days; or
(b) 76 hours within a work cycle not exceeding 14 consecutive days; or
(c) 114 hours within a work cycle not exceeding 21 consecutive days; or
(d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 **Spread of ordinary hours and penalties**

6.1.2.1 Subject to 6.1.2.2 employees may be required to work their ordinary hours between the hours of 7.00 am and 5.30 pm Monday to Friday inclusive.

6.1.2.2 Despite 6.1.2.1 employees may be contracted to work their ordinary hours between 6.00 am and midnight Monday to Friday. Contracts in existence prior to the first pay period commencing on or after 18 July 1988 can only be changed in respect of these provisions by mutual agreement between the employer and the employee.

6.1.2.3 For ordinary hours worked outside 7.00 am to 5.30 pm pursuant to 6.1.2.2 Monday to Friday employees will be paid at one and half times the ***ordinary hourly rate*** of pay for the first 3 hours and twice the ***ordinary hourly rate*** thereafter.

6.1.2.4 Ordinary hours must not exceed eight (8) on any day unless an employer or individual employee requests and the employer and the individual employee genuinely agree in which case a maximum of ten (10) ordinary hours may be worked on any day Monday to Friday inclusive.

6.1.2.5 Where any employee agrees in any particular week to work more than eight (8) ordinary hours per day, then ordinary hours per week must be worked over 4 starts only.

6.1.2.6 Where a public holiday falls on an employee's rostered day off, that employee must be allowed an additional day off with pay to be taken at a time mutually agreed between the employer and the employee.

6.1.3 **Resolution of disputes**

6.1.3.1 An employer and employee may agree to any combination of hours of work within a work cycle as specified in 6.1.1 provided that in the absence of agreement being reached in respect to the hours of work, the disputes settlement procedure as specified in 3.2 will be followed.

6.1.3.2 In each establishment, an assessment will be made as to the best method of hours of work to suit the establishment and the proposal will be discussed with employees with the objective being to reach agreement on the method of operation of the hours of work. In the absence of such agreement between the employer and the employee, the dispute settlement procedure as set out in 3.2 will be followed.

6.1.4 **Rostered days off (RDO)**

6.1.4.1 Where the option of rostered time off is adopted in the workplace, the employers have the right to require and the employees have the right to request that rostered time off accumulate to a maximum of 5 working days at which time rostered time off must be taken.

6.1.4.2 Despite provisions elsewhere in the Award the employer and the majority of employees at an enterprise may agree to establish a system of RDO to provide that:

6.1.4.2(a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

6.1.4.2(b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

6.1.4.2(c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to reasonable notice by the employee or the employer.

6.1.4.3 Clause 6.1.4.2 is subject to the employer informing the ***Union***, where the ***Union*** has members employed at the enterprise, of the intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the ***Union*** to participate in negotiations.

6.1.5 **Make up time**

6.1.5.1 Despite provisions elsewhere in the Award, the employer and the majority of employees at an enterprise may agree to establish a system of 'make up time' provided that:

6.1.5.1(a) An employee may elect, with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

6.1.5.1(b) An employee on shiftwork may elect with the consent of the employer, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time at the shiftwork rate which would have been applicable to the hours taken off.

6.1.5.2 The provisions of 6.1.5.1 are subject to the employer informing the ***Union*** of the intention to introduce an enterprise system of 'make up time' and providing a reasonable opportunity for the ***Union*** to participate in negotiations.

CLAUSE 6.2 MEAL BREAKS

OPDATE 02:06:2008 on and from

6.2.1 Ordinary hours must be worked consecutively except for meal breaks.

6.2.2 An employer must not require an employee to work more than 5 hours continuously without an unpaid meal break. Such meal break shall be for one hour unless otherwise agreed between the employer and the employee, in which case not less than half an hour must be allowed and taken.

CLAUSE 6.3 OVERTIME (OTHER THAN SATURDAYS, SUNDAYS OR PUBLIC HOLIDAYS)

OPDATE 02:06:2008 on and from

6.3.1 Overtime rates will be paid in the following circumstances:

6.3.1.1 When an employee works in excess of the maximum ordinary hours as prescribed by clause 6.1.1, or clause 4.2.3.3 in the case of ***part-time employees***;

6.3.1.2 When an employee works outside the span of hours as prescribed by clause 6.1.2.1;

6.3.1.3 When an employee works in excess of the maximum ordinary hours per day as prescribed by clause 6.1.2.4

6.3.2 The rate at which overtime must be paid is:

6.3.2.1 One and a half times the ordinary hourly rate for the first 3 hours of overtime on any one day;

6.3.2.2 Twice the ordinary hourly rate for any hours overtime in excess of three hours on any one day.

6.3.3 Any overtime payable under the Award must be paid in addition to the payment of ordinary hours to which the employee is entitled pursuant to this Award.

6.3.4 **Junior employees**

No junior employee, under 17 years of age, will be required to work overtime on any day after 6.00 pm unless the employee agrees otherwise.

6.3.5 **Transport after overtime**

Where an employee who has been required to work overtime ceases work at a time when usual and reasonable means of transport are not available the employer must provide a suitable means of transport for such employee to their place of residence.

6.3.6 **Call out**

An employee recalled for duty after an interval of 3 hours or more after the employee's normal finishing time must be paid at overtime rates for a minimum of 3 hours.

6.3.7 **Rest period after overtime**

When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of the employee's ordinary hours on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 8 consecutive hours off duty between those times will, subject to this sub-clause, be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, an employee resumes or continues work without having had such 8 consecutive hours off duty the employee will be paid at double the ordinary hourly rate of pay until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Notwithstanding the above provisions no employee will be required to work without the employee's consent for more than 16 hours in any period of 24 hours commencing from the time the employee started work.

6.3.8 **Meal break during overtime**

6.3.8.1 Any employee who on any day is required to remain at work or to return to work after the usual finishing time will, when that additional work necessitates taking a meal away from the employee's place of residence, be supplied with a suitable meal by the employee's employer or be paid a meal allowance in accordance with the meal allowance in Schedule 3 which must be paid to the employee on the next day.

6.3.8.2 An employee required to work overtime must be allowed a meal break of not more than 1 hour or less than one half hour (which must not be counted as time worked) to commence not more than 5 hours from the commencement of work or from the end of the lunch period taken as provided by clause 6.2.

6.3.9 **Time off in lieu of overtime**

Notwithstanding provisions elsewhere in the Award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

6.3.9.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

6.3.9.2 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is an hour for each hour worked.

6.3.9.3 An employer must, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in clause 6.3, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

6.3.9.4 Clause 6.3.9.1 is subject to the employer informing the ***Union*** where the ***Union*** has members employed at the enterprise of its intention to introduce an enterprise system of time off in lieu of overtime flexibility, and providing a reasonable opportunity for the ***Union*** to participate in negotiations.

6.3.9.5 Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to section 102 of ***the Act***.

6.3.9.6 An employer shall record time off in lieu arrangements in the time and wages book as prescribed in section 102 of ***the Act*** at each time this provision is used.

CLAUSE 6.4 SATURDAY WORK

OPDATE 17:05:2013 on and from

6.4.1 An employee who works overtime on a Saturday prior to 12.00 noon must be paid at the rate of one and a half times the ordinary hourly rate for the first 4 hours and double time thereafter. Any overtime worked after 12.00 noon on a Saturday must be paid at the rate of double the ordinary hourly rate.

6.4.2 An employee, other than a ***casual employee***, who works overtime on a Saturday must be paid at overtime rates for a minimum of three hours.

6.4.3 A casual employee required to work on a Saturday before 12 noon is entitled to be paid for a minimum of 2.5 hours.

CLAUSE 6.5 SUNDAY WORK

OPDATE 17:05:2013 on and from

An employee who works overtime on Sunday must be paid at the rate of double the ordinary hourly rate. Employees working on Sunday must be paid at overtime rates for a minimum of 3 hours work.

CLAUSE 6.6 PUBLIC HOLIDAY WORK

OPDATE 17:05:2013 on and from

The rate of pay for work on public holidays as defined in clause 7.6 will be as follows:

6.6.1 For a ***full-time employee***, for work performed within ordinary daily hours payment must be at one and a half times the ***ordinary hourly rate*** of pay in addition to the weekly wage.

For work performed outside ordinary daily hours payment must be at the rate of two and a half times the ***ordinary hourly rate*** in addition to the weekly wage.

6.6.2 For a ***part-time employee*** who works on a public holiday and who would have normally worked that day had it not been a public holiday, must for work performed within ordinary daily hours be paid at one and half times the ***ordinary hourly rate*** of pay in addition to the weekly wage.

For a ***part-time employee*** who works on a public holiday outside the ordinary daily hours or that day is not a day that employee would normally have worked had it not been a public holiday then they must be paid at one and a half times of the ***ordinary hourly rate*** in addition to the ***ordinary hourly rate***.

6.6.3 A ***casual employee*** who works on a public holiday must be paid and two and a half times the ***ordinary hourly rate*** as prescribed in clause 4.2.4.2.

6.6.4 Any employee required to work a public holiday must be paid for a minimum of three hours.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

CLAUSE 7.1 ANNUAL LEAVE

OPDATE 02:06:2008 on and from

7.1.1 **Entitlement to annual leave**

7.1.1.1 An employee (other than a casual employee) is entitled to 4 weeks annual leave for each completed year of ***continuous service***.

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

7.1.2 **Annual leave exclusive of public holidays**

The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

7.1.3 **Accrual of annual leave entitlement**

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

(a) *Full-time employees*: 152 hours per annum.

(b) *Part-time employees*: $\frac{152}{38}$ x average weekly ordinary hours over previous 12 months = hours per annum

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

7.1.4 **Time of taking annual leave**

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

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

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

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

7.1.5 **Payment for annual leave**

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

7.1.5.2 Upon termination of employment, an employee must be paid for leave accrued in accordance with 7.1.3.2, which has not been taken.

7.1.6 **Annual leave loading**

7.1.6.1 An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in 7.1.5 at the time that payment is made.

7.1.6.2 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings are to be substituted for the 17.5% loading prescribed in 7.1.6.1.

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

7.1.7 **Shut down**

7.1.7.1 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.

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

7.1.7.3 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 7.1.3.2.

7.1.7.4 Where an employee is required to take leave in accordance with 7.1.7.1, 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.

7.1.7.5 All time that the employee is stood off without pay for the purposes of 7.1.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

CLAUSE 7.2 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 02:06:2008 on and from

7.2.1 **Entitlement to personal leave**

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

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

7.2.1.2 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.

7.2.2 **Accrual of personal leave entitlement**

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

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

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

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

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

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

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

7.2.3 **Conditions for payment of personal leave**

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

7.2.3.1(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

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

7.2.3.2 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 7.3 BEREAVEMENT LEAVE

OPDATE 02:06:2008 on and from

7.3.1 **Entitlement to leave**

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

- ***spouse***;
- parent;
- parent-in-law;
- sister or brother;
- child or stepchild;
- 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 loss of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work per occasion. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

7.3.2 **Unpaid entitlement to leave**

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

7.3.3 **Effect of other leave**

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

CLAUSE 7.4 PARENTAL LEAVE

OPDATE 02:06:2008 on and from

7.4.1 **Definitions**

In this clause, unless the contrary intention appears:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4.2 **Employer's responsibility to inform**

On becoming aware that:

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

an employer must inform the employee of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4.4 **Qualifications on entitlements and eligibility**

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

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

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

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

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

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

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

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

7.4.5 **Certification required**

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

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

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

(c) states:

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

whichever is appropriate.

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

7.4.5.2(a) *Parental leave*

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

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

7.4.5.2(b) *Adoption leave*

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

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

7.4.6 **Notice requirements**

7.4.6.1 Maternity leave

7.4.6.1(a) An employee must:

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

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

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

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

7.4.6.2 Paternity leave

An employee must:

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

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

7.4.6.3 Adoption leave

An employee must:

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

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

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

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

7.4.6.4 Unforeseen circumstances

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

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

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

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

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

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

7.4.7 **Taking of parental leave**

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

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

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

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

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

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

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

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

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

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

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

7.4.8 **Variation and cancellation of parental leave**

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

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

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

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

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

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

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

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

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

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

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

7.4.9 **Special maternity leave and personal leave**

7.4.9.1 If:

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

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

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

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

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

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

7.4.10 **Special adoption leave**

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

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

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

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

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

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

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

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

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

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

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

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

7.4.12 **Part-time work**

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

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

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

7.4.13 **Communication during parental leave**

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

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

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

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

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

7.4.14 **Return to work after parental leave**

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

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

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

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

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

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

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

7.4.15 **Right to request**

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

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

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

7.4.16 **Termination of employment**

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

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

7.4.17 **Replacement employees**

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

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

CLAUSE 7.5 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 02:06:2008 on and from

7.5.1 **Definitions**

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

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

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

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

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

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

(a) due to personal injury; or

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

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

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

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

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

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

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

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

7.5.3 Unpaid personal leave to care for a family member

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

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

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

7.5.4 Single day absences

Single day absences may be taken for ***personal leave to care for a family member*** as provided for in Clause 7.1.4 Time of Taking Annual Leave.

7.5.5 Casual employees caring responsibilities

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

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

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

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

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

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

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

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

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

CLAUSE 7.6 PUBLIC HOLIDAYS

OPDATE 02:06:2008 on and from

7.6.1 Subject to 7.6.2 public holidays will be allowed to ***full-time*** and ***part-time employees*** without loss of pay.

Public holidays are the days (or subsequent days) on which the following holidays are observed:

New Years Day, Australia Day, Good Friday, the Day after Good Friday, Easter Monday, Anzac Day, Adelaide Cup Day, Queens Birthday, Labour Day, Christmas Day, Proclamation Day, or any other day which by proclamation may be declared a public holiday or may be substituted for any such holidays.

Provided that this clause will not apply to the day after Good Friday in the case of an employer who is expressly permitted to carry on business on that day and does so.

7.6.2 **Meal breaks**

The provisions of clause 6.2 and Clause 6.3.8 relating to meal breaks will apply in respect of any work performed on days provided by this clause.

CLAUSE 7.7 TRADE UNION TRAINING LEAVE

OPDATE 02:06:2008 on and from

7.7.1 Employees other than ***casual employees*** will be allowed leave without loss of pay to attend training courses conducted or sponsored by their ***Union***.

7.7.2 Where on a premises an employer employs employees under this Award the employer will grant a maximum number of normal working days leave per premises per annum in accordance with the following formula;

Number of employees per premises	*Days leave per annum*
Between 5 and 20	5
Between 20 and 40	10
Over 40	15

7.7.3 Subject to clause 7.7.5.5 Employees who are recognised as job delegates under this Award will be allowed leave without loss of pay up to a maximum of five additional normal working days per annum, (not exceeding 10 normal working days in total), to attend trade union training courses as described in 7.7.1.

7.7.4 Leave taken by a job delegate pursuant to clause 7.7.3 which exceeds five normal working days will be deemed as leave taken pursuant to the formula prescribed by 7.7.2 whichever applies.

7.7.5 The provisions of clause 7.7.1 will be subject to the following conditions;

7.7.5.1 Not less than four weeks notice must be given by the employee to the employer of the date of commencement of the training course and the period over which the course is to be conducted.

7.7.5.2 The employer must be able to make adequate staffing arrangements during the period of such leave.

7.7.5.3 An employee must have completed a period of 12 months service with an employer before becoming eligible for the leave.

7.7.5.4 At any one time, no more than one employee of any one establishment of any employer covered by this Award shall be on leave pursuant to this clause unless otherwise agreed.

7.7.5.5 This clause will not bind an employer who employs less than five employees pursuant to this Award on any given premises.

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

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

CLAUSE 8.1 TRAVELLING EXPENSES AND RATES PAYABLE

OPDATE 02:06:2008 on and from

8.1.1 **Travelling time payments**

An employee who is required to travel away from the employee's home on the duty of the employer:

8.1.1.1 Must be paid the employee's fares and all expenses connected with the travelling. In the event of such employee being obliged to travel outside the hours of 8.00 a.m. and 6.00 p.m. the employee must be paid at ordinary rates for all time spent in travelling outside the employee's ordinary hours of duty up to a maximum of 8 hours in any one day; and

8.1.1.2 Any travelling time on a Saturday, Sunday or public holiday will be paid for at the ordinary rates prescribed herein.

8.1.2 **Vehicle allowance**

When an employee is required by an employer to use the employee's own motor vehicle in the performance of the employee's duties, the employee must be reimbursed as per the rate set out in Schedule 3.

PART 9 - TRAINING AND RELATED MATTERS

CLAUSE 9.1 TRAINING WAGE ARRANGEMENTS

OPDATE 02:06:2008 on and from
See Schedule 5.

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

OPDATE 01:10:2019 on and from

CLAUSE 10.1 UNIFORMS

OPDATE 17:05:2013 on and from

Where an employer requires any employee to wear any special uniform, dress or clothing the employer must provide same.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

CLAUSE 11.1 POSTING OF AWARD

OPDATE 01:10:2019 on and from

11.1.1 An employer must, at the request of an employee, produce a copy of the Award as soon as practicable after the request and allow the employee a reasonable opportunity to examine it.

11.1.2 If an employee asks the employer for a copy of the Award the employer must give the employee a copy of the Award within 14 days of the date of the request.

11.1.3 However, an employer is not obliged to comply with a request under 11.1.2 if:

11.1.3.1 The employer has previously given the employee a copy of the Award within the preceding 12 months; or

11.1.3.2 The ***Tribunal*** has, on the application of the employer, relieved the employer from the obligation to comply with the request.

11.1.4 An employer must ensure that a copy of an Award or Enterprise Agreement is exhibited at a place that is reasonably accessible to the employees.

CLAUSE 11.2 NOTICE BOARDS

OPDATE 02:06:2008 on and from

11.2.1 An employer bound by this Award must permit an accredited ***Union*** representative to post formal ***Union*** notices, signed or countersigned by the representative posting it upon an appropriate notice board.

11.2.2 Any notice posted on a notice board not so signed or counter-signed by the representative may be removed by the employer.

11.2.3 The provisions of this clause will apply to an employer employing six or more persons bound by this Award.

CLAUSE 11.3 RIGHT OF ENTRY

OPDATE 01:10:2019 on and from

11.3.1 An accredited representative of the ***Union*** must be permitted to enter an employer's premises at which one or more of the ***Union's*** members are employed at for the following purposes:

11.3.1.1 To inspect time books and wage records as the employer is required to keep or cause to be kept at those premises under s102 of ***the Act***;

11.3.1.2 To inspect the work carried out by the employees who are members of the ***Union*** and note the conditions under which the work is carried out;

11.3.1.3 If specific complaints of non-compliance with the Award or Enterprise Agreement have been made interview employees who are members of the ***Union*** about the complaints.

11.3.2 No right of entry will be exercised under this clause for any purposes other than the purposes expressly enumerated in clause 11.3.1.

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

11.3.3.1 An accredited representative of the ***Union*** gives at least 24 hours notice to the employer whose premises are to be entered of that officer's intention to enter the said premises and states to the employer for which of the provisions of 11.3.1 hereof the right of entry is sought.

11.3.3.2 The accredited representative of the ***Union*** complies with all security and safety procedures and restrictions normally in force on the employer's premises.

11.3.4 Unless otherwise agreed the exercise of any right of entry under 11.3.1.3 on an employer's premises will take place during meal or tea breaks except in the following circumstances:

11.3.4.1 Where the ***Union*** has not previously exercised a right of entry pursuant to 11.3.1.1 hereof on that premises, an employer must not unreasonably withhold consent to a request from an accredited official of the ***Union*** to interview employees who are members during working hours. For the purposes of this sub-clause 'an employer's premises' will mean each individual premises which an employer has under the employer's care and control. Where a right of entry is exercised pursuant to this placitum such right of entry will be exercised not more than once per calendar year unless otherwise agreed.

11.3.4.2 Where it is not practicable for the accredited officers of the ***Union*** to exercise a right of entry during meal or tea breaks on the employer's premises.

11.3.5 Unless otherwise agreed, no right of entry can be exercised under this Clause on the same premises on more than one occasion per week during working hours (exclusive of meal and tea breaks).

11.3.6 Unless otherwise agreed, no more than one accredited official of the ***Union*** can be on the premises at any one time during working hours (exclusive of meal and tea breaks).

11.3.7 The employer may nominate a representative who may accompany the accredited officer of the ***Union*** throughout the period of that entry onto the employer's premises under this clause (except during the period in which the accredited officer is interviewing employees who are members pursuant to clause 11.3.1.3).

11.3.8 Where an accredited representative of the ***Union*** seeks to interview employees who are members either individually or as a group during meal or tea breaks at the premises of the employer the accredited officer will make such arrangements with the employer as to the time and place of such interview or interviews as are necessary to prevent disruption to the employer's business.

11.3.9 Interviews will either be held in the meal / lunch room on the employer's premises or at such other suitable place as may be nominated by the employer. If no suitable place is nominated by the employer interviews may take place at an employee's work station.

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

11.3.11 No accredited representative of the ***Union*** will exercise the powers conferred by this clause in such a manner so as to hinder or obstruct an employee in the carrying out of the employee's duties of employment or to interfere with the proper carrying on of the employer's business.

11.3.12 In this clause an accredited representative of the ***Union*** will mean any elected official or employee of the ***Union*** who produces to the employer an authorisation in writing of the President of the ***Union*** and which authorisation bears a certificate in writing signed by the Industrial Registrar.

11.3.13 Any dispute as to the operations of this clause will be referred to the ***Tribunal***.

SCHEDULE 1 - CLASSIFICATION OF EMPLOYEES

OPDATE 02:06:2008 on and from

CLAUSE S1.1 CLASSIFICATION, APPOINTMENT AND ADVICE

S1.1.1 Each employee will be appointed by the employer to a level in accordance with the classification criteria, as set out in clause S1.2 and must be notified in writing by the employer of the level to which the employee has been appointed within fourteen days of the appointment. The employer must also notify the employee in writing of any future appointment to another level.

S1.1.2 Subject to clause 11.3 an employer must on seven days notice having been given by the ***Union***, make available to an accredited representative of the ***Union***, for inspection at the principal place of business of the employer, information in writing setting out the level to which each employee has been appointed.

CLAUSE S1.2 CLASSIFICATION CRITERIA

The Classification Criteria provides guidelines to determine the appropriate classification level of persons employed pursuant to this Award. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills. The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee undertakes these duties they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duty(ies)/skill(s) of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the employer, which in most cases would lead to progress through the classification structure as their competency and skills increase and are utilised.

Level 1

Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Typical Duties/Skills

Indicative typical duties and skills at this level may include:

(i) Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors.
(ii) Maintenance of basic records.
(iii) Filing, collating, photocopying, etc.
(iv) Handling or distributing mail including messenger service.
(v) Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
(vi) The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

Level 2

Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgement and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

Typical Duties/Skills

Indicative typical duties and skills at this level may include:

(i) Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
(ii) Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.
(iii) Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
(iv) Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
(v) Copy typing and audio typing.
(vi) Maintenance of records and/or journals including initial processing and recording relating to the following:

- - reconciliation of accounts to balance
- - incoming/outgoing cheques
- - invoices
- - debit/credit items
- - payroll data
- - petty cash imprest system
- - letters etc.

(vii) Computer application involving use of a software package which may include one or more of the following functions:

- - create new files and records
- - spreadsheet/worksheet
- - graphics
- - accounting/payroll file
- - following standard procedures and using existing models/fields of information.

(viii) Arrange routine travel bookings and itineraries, make appointments.
(ix) Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.

Level 3

Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

Typical Duties/Skills

Indicative typical duties and skills at this level may include:

(i) Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.
(ii) Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
(iii) *Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
- create new files and records
- maintain computer based records management systems
- identify and extract information from internal and external sources
- use of advance word processing/keyboard functions.
(iv) Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
(v) Application of specialist terminology/processes in professional offices.

** NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.*

Level 4

Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

They would require only limited guidance or direction and would normally report to more senior staff as required.

Whilst not a pre-requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgement at times in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.

Typical Duties/Skills

Indicative typical duties and skills at this level may include:

- Secretarial/Executive support services which may include the following: maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.
- Able to prepare financial/tax Schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance.
- Advise on/provide information on one or more of the following:

(i) employment conditions
(ii) workers compensation procedures and regulations
(iii) superannuation entitlements, procedures and regulations

- * Apply one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:

- create new files and records
- maintain computer based management systems
- identify and extract information from internal and external sources
- use of advanced word processing/keyboard functions.

** NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.*

Level 5

Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

Typical Duties/Skills

Indicative typical duties and skills at this level may include:

- Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.
- Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.
- Provide reports for management in any or all of the following areas:

(i) account/financial
(ii) staffing
(iii) legislative requirements
(iv) other company activities.

- Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.

SCHEDULE 2 – WAGES

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

S2.1.1 The wage relativities in this Award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case Decision (Print I. 69 / 1989).

S2.1.2 The following provisions will apply in calculating years of adult *service* for the purpose this Schedule.

S2.1.2.1 ***Service*** in respect to this schedule means any adult ***service*** as a clerk within the industry of clerks.

The following minimum rates of pay shall apply:

S2.1.3 **Adults**

	Award rate per week $	*Casual hourly rate (25%) $*
Level 1 (as defined)		
1st year of ***service***	1,079.40	35.51
2nd year of ***service***	1,101.90	36.25
3rd and subsequent years of ***service***	1,123.50	36.96
Level 2 (as defined)		
1st year of ***service***	1,130.50	37.19
2nd and subsequent years of ***service***	1,148.60	37.79
Level 3 (as defined)		
1st year of ***service***	1,185.50	39.00
2nd and subsequent years of ***service***	1,222.10	40.20
Level 4 (as defined)		
1st year of ***service***	1,255.30	41.29
2nd and subsequent years of ***service***	1,291.80	42.49
Level 5 (as defined)		
1st year of ***service***	1,319.60	43.41
2nd and subsequent years of ***service***	1,347.10	44.31

S2.1.4 **Juniors**

Level 1 (as defined)

The following rates of pay are based on a percentage of the 1st year of ***service*** of the Level 1 rate of pay.

	%	*Award rate per week $*	*Casual hourly rate (25%) $*
At 16 years and under	50	539.70	17.75
At 17 years of age	60	647.60	21.30
At 18 years of age	70	755.60	24.85
At 19 years of age	80	863.50	28.40
At 20 years of age	90	971.50	31.96

Level 2 (as defined)

The following rates of pay are based on a percentage of the 1st year of ***service*** of the Level 2 rate of pay.

	%	*Award rate per week $*	*Casual hourly rate (25%) $*
At 16 years and under	50	565.30	18.60
At 17 years of age	60	678.30	22.31
At 18 years of age	70	791.40	26.04
At 19 years of age	80	904.40	29.75
At 20 years of age	90	1,017.50	33.48

S2.1.5 In calculating the abovementioned weekly rates, the amount must be taken to the nearest 10 cents, less than 5 cents to be disregarded, 5 cents or more to go to the highest multiple.

S2.1.6 **Safety net adjustments**

The rates of pay in this Award include the safety net adjustment payable under the *2026 State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2026 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

S2.1.7 **Economic incapacity applications**

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

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

SCHEDULE 3 - ALLOWANCES

OPDATE 17:05:2013 on and from (deletion of cl. S3.3)
OPDATE 20:12:2009 1st pp on or after (cl. S3.1)

CLAUSE S3.1 MEAL ALLOWANCE

OPDATE 20:12:2009 1st pp on or after
S3.1.1 The Meal Allowance as prescribed by 6.3.8.1 will be $14.35.

CLAUSE S3.2 VEHICLE ALLOWANCE

OPDATE 20:12:2008 1st pp on or after
S3.2.1 The vehicle allowance as provided by clause 8.1.2 will be 74 cents per kilometre.

SCHEDULE 4 - SUPPORTED WAGE PROVISIONS

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

CLAUSE S4.1 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:

S4.1.1 ***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".

S4.1.2 ***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***.

S4.1.3 ***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.

S4.1.4 ***Assessment instrument*** means the form provided for under the ***Supported Wage System*** that records the assessment of the productive capacity of the person to be employed under the ***Supported Wage System***.

CLAUSE S4.2 ELIGIBILITY CRITERIA

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

(The 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).

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

CLAUSE S4.3 SUPPORTED WAGE RATES

Employees to whom this Schedule applies must 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 S4.4)	*% of prescribed Award rates*
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable must be not less than $117.44).

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

CLAUSE S4.4 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 S4.5 LODGEMENT OF ASSESSMENT INSTRUMENT

S4.5.1 All ***assessment instruments*** under the conditions of this Schedule, including the appropriate percentage of the award wage to be paid to the employee, must be lodged by the employer with the Registrar of the ***Tribunal***.

S4.5.2 ***Assessment instruments*** must 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 assessment, it must 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 S4.6 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 must be in accordance with the procedures for assessing capacity under the ***Supported Wage System***.

CLAUSE S4.7 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 the 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 S4.8 WORKPLACE ADJUSTMENT

An employer wishing to employ a person under the provisions of this Schedule must 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.

S4.8.1 **Trial period**

S4.8.1.1 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.

S4.8.1.2 During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.

S4.8.1.3 The minimum amount payable to the employee during the trial period must be not less than $117.44.

S4.8.1.4 Work trials should include induction or training as appropriate to the job being trialed.

S4.8.1.5 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 S4.4.

SCHEDULE 5 - TRAINING WAGE ARRANGEMENTS

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

CLAUSE S5.1 TITLE

This Schedule shall be known as SA Public Sector and Local Government Entities Clerks Award Training Wage Arrangements Schedule.

CLAUSE S5.2 ARRANGEMENT

Clause No.	*Title*
S5.1	Title
S5.2	Arrangement
S5.3	Application
S5.4	Operation
S5.5	Definitions
S5.6	Training conditions
S5.7	Employment conditions
S5.8	Wages
S5.9	Dispute settling procedures
S5.10	Dispute settlement over traineeship schemes
S5.11	Part-time traineeships
Sect. A	Allocation of Traineeships to Wage Levels
Sect. B	Traineeship Schemes excluded from this Award

CLAUSE S5.3 APPLICATION

S5.3.1 This Schedule shall apply to persons:

(a) who are undertaking a ***Traineeship*** (as defined); and
(b) whose employment is, or otherwise would be, covered by the Award.

S5.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

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

S5.3.3 At the conclusion of the ***Traineeship***, this Schedule ceases to apply to the employment of the ***Trainee*** and the Award shall apply to the former ***Trainee***.

S5.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S5.4 OPERATION

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

CLAUSE S5.5 DEFINITIONS

S5.5.1 ***Act*** means the ***Training and Skills Development Act 2008*** or any successor legislation.

S5.5.2 ***Adult Trainee*** means for the purpose of this Schedule a ***Trainee*** who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.

S5.5.3 ***Approved Training*** means that training which is specified in the ***Training Plan***, which is part of the ***Training Agreement***, which is registered with the ***T&SC***. It includes training undertaken both on and off-the-job in a ***Traineeship*** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National ***Training Package*** or a ***Traineeship Scheme*** and leads to a qualification under the Australian Qualification Framework.

S5.5.4 ***T&SC*** means the Training and Skills Commission under the ***Act***.

S5.5.5 ***Award*** means the SA Public Sector and Local Government Entities Clerks Award.

S5.5.6 ***Trainee*** is an individual who is a signatory to a ***Training Agreement*** registered with the ***T&SC*** and is involved in paid work and structured training, which may be on or off the job. ***Trainee*** does not include an individual who already has the competencies to which the ***Traineeship*** is directed.

S5.5.7 ***Traineeship*** means a system of training which has been approved by the ***T&SC***, which meets the requirements of a National ***Training Package*** developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National ***Training Package***, and includes full-time ***Traineeships*** and part-time ***Traineeships*** including school-based ***Traineeships***.

S5.5.8 ***Training Agreement*** means a Contract of Training for a ***Traineeship*** made between the employer and a ***Trainee***, which is registered with the ***T&SC***.

S5.5.9 ***Training Package*** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.

S5.5.10 ***Training Plan*** means a programme of training which forms part of a ***Training Agreement*** registered with the ***T&SC***.

S5.5.11 ***Traineeship Scheme*** means an approved ***Traineeship*** applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the ***T&SC***.

S5.5.12 ***Tribunal*** means the South Australian Employment Tribunal acting as the Industrial Commission.

S5.5.13 ***Year 10*** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S5.6 TRAINING CONDITIONS

S5.6.1 The ***Trainee*** shall attend an ***Approved Training*** course or ***Training Program*** prescribed in the ***Training Agreement*** or as notified to the trainee by the ***T&SC*** in accredited and relevant ***Training Schemes***.

S5.6.2 Employment as a ***Trainee*** under this Schedule shall not commence until the relevant ***Training Agreement***, made in accordance with a ***Training Scheme***, has been signed by the employer and the ***Trainee*** and lodged for registration with the ***T&SC***, provided that if the ***Training Agreement*** is not in a standard format, employment as a ***Trainee*** shall not commence until the ***Training Agreement*** has been registered with the ***T&SC***. The employer shall ensure that the ***Trainee*** is permitted to attend the training course or program provided for in the ***Training Agreement*** and shall ensure that the **Trainee** receives the appropriate on-the-job training.

S5.6.3 The employer shall provide a level of supervision in accordance with the ***Traineeship Agreement*** during the ***Traineeship*** period.

S5.6.4 The provisions of the ***Act*** dealing with the monitoring by officers of the ***T&SC*** and the use of training records or work books as part of this monitoring process shall apply to ***Traineeships*** under this Schedule.

CLAUSE S5.7 EMPLOYMENT CONDITIONS

S5.7.1 A full-time ***Trainee*** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV ***Traineeships*** which may extend up to two years full-time, provided that a ***Trainee*** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the ***T&SC***, the Employer and the ***Trainee*** may vary the duration of the ***Traineeship*** and the extent of ***Approved Training*** provided that any agreement to vary is in accordance with the relevant ***Traineeship Scheme***. A part-time ***Trainee*** shall be engaged in accordance with the provisions of clause S5.11 Part-Time traineeships.

S5.7.2 Where the ***Trainee*** completes the qualification in the ***Training Agreement*** earlier than the time specified in the ***Training Agreement***, then the ***Traineeship*** may be concluded by mutual agreement.

S5.7.3 Termination of employment of ***Trainees*** is dealt with in the ***Training Agreement***, or the ***Act***. An employer initiating such action shall give written notice to the ***Trainee*** at the time the action is commenced and to the ***T&SC*** in accordance with the ***Act***.

S5.7.4 The ***Trainee*** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the ***Approved Training***.

S5.7.5 Where the employment of a ***Trainee*** by the employer is continued after the completion of the ***Traineeship*** period, such ***Traineeship*** period shall be counted as service for the purposes of the Award or any other legislative entitlements.

S5.7.6 **Trainees working overtime**

S5.7.6.1 Reasonable overtime may be worked by the ***Trainee*** provided that it does not affect the successful completion of the ***Approved Training***.

S5.7.6.2 No ***Trainee*** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.

S5.7.6.3 No ***Trainee*** shall work shiftwork unless the shiftwork makes satisfactory provision for ***Approved Training***. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork ***Trainees***.

S5.7.6.4 The ***Trainee*** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a ***Trainee*** to be paid at a higher rate, or the employer and ***Trainee*** agree in writing that a ***Trainee*** will be paid at a higher rate, in which case the higher rate shall apply.

S5.7.7 All other terms and conditions of the Award that are applicable to the ***Trainee*** or would be applicable to the ***Trainee*** but for this Schedule shall apply unless specifically varied by this Schedule.

S5.7.8 A ***Trainee*** who fails to either complete the ***Traineeship***, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the ***Traineeship***, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

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

CLAUSE S5.8 WAGES

S5.8.1 The weekly wage payable to full-time ***Trainees*** shall be provided in clauses S5.8.4, S5.8.5 and S5.8.6 and in accordance with Clause S5.7 Employment Conditions.

S5.8.2 These wage rates will only apply to ***Trainees*** while they are undertaking an ***Approved Traineeship***, which includes ***Approved Training*** as defined in this Schedule.

S5.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S5.8.4 **Wage Level A**

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

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

S5.8.5 **Wage Level B**

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

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

S5.8.6 **Wage Level C**

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

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

S5.8.7 **School Based Traineeships**

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

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

S5.8.8 **Wage rates for Certificate IV Traineeships**

S5.8.8.1 ***Trainees*** undertaking an AQF IV ***Traineeship*** shall receive the relevant weekly wage rate for AQF III ***Trainees*** at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S5.8.8.2 An ***Adult Trainee*** who is undertaking a ***Traineeship*** for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

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

S5.8.9 Where a person was employed by the employer under the Award immediately prior to becoming an ***Adult Trainee*** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a ***Trainee***.

S5.8.10 Where a ***Traineeship*** is converted from an AQF II to an AQF III ***Traineeship***, or from an AQF III to an AQF IV ***Traineeship***, the ***Trainee*** shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S5.8.11 Section A sets out the Wage Level of a ***Traineeship***.

S5.8.12 For the purposes of this provision, ***out of school*** shall refer only to periods out of school beyond ***Year 10***, and shall be deemed to:

S5.8.12.1 Include any period of schooling beyond ***Year 10***, which was not part of nor contributed to a completed year of schooling;

S5.8.12.2 Include any period during which a ***Trainee*** repeats in whole or part of a year of schooling beyond ***Year 10***;

S5.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S5.8.12.4 Have effect on an anniversary date being January 1 in each year.

S5.8.13 Despite any other clause in this Schedule, ***Trainees*** may not be employed under this Schedule under the ***Traineeship Schemes*** and in the areas of employment listed in Section B.

CLAUSE S5.9 DISPUTE SETTLING PROCEDURES

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

CLAUSE S5.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S5.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular ***Traineeship Scheme*** despite the allocation of the scheme to a Wage Level by Section A.

S5.10.2 The party shall:

S5.10.2.1 Notify the relevant parties of an intention to dispute the particular ***Traineeship Scheme***, identifying the scheme.

S5.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S5.10.2.3 If agreement cannot be reached the matter may be referred to the ***Tribunal*** for conciliation.

S5.10.2.4 If agreement is not reached during conciliation then an application may be made to include the ***Traineeship*** scheme in Section B.

CLAUSE S5.11 PART-TIME TRAINEESHIPS

S5.11.1 This clause shall apply to ***Trainees*** who undertake a ***Traineeship*** on a part-time basis by working less than full-time hours and by undertaking the ***Approved Training*** at the same or lesser training time than a full-time ***Trainee***.

S5.11.1.1 A part-time ***Trainee*** (other than a school-based ***Trainee***) will be engaged to work for no less than a minimum average of 15 hours per week.

S5.11.1.2 A part-time school-based ***Trainee*** may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the ***Trainee*** remains enrolled in compulsory education.

S5.11.2 **Wages**

S5.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in ***Approved Training***. These rates are derived from a 38 hour week.

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

Wage Level A	*Highest year of schooling completed*		
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	15.16	16.68	19.93
Plus 1 year ***out of school***	16.68	19.93	23.09
Plus 2 years ***out of school***	19.93	23.09	26.97
Plus 3 years ***out of school***	23.09	26.97	30.89
Plus 4 years ***out of school***	26.97	30.89	
Plus 5 or more years	30.89		

Wage Level B			
	Year 10	Year 11	Year 12
	$	$	$
School Leaver	15.16	16.68	19.28
Plus 1 year ***out of school***	16.68	19.28	22.27
Plus 2 years ***out of school***	19.28	22.27	26.02
Plus 3 years ***out of school***	22.27	26.02	29.70
Plus 4 years ***out of school***	26.02	29.70	
Plus 5 or more years	29.70		

Wage Level C			
	Year 10	Year 11	Year 12
	$	$	$
School Leaver	15.16	16.68	19.28
Plus 1 year ***out of school***	16.68	19.28	21.71
Plus 2 years ***out of school***	19.28	21.71	24.38
Plus 3 years ***out of school***	21.71	24.38	27.07
Plus 4 years ***out of school***	24.38	27.07	
Plus 5 or more years	27.07		

Table 2: School based Traineeships ($ per hour)

	Year of schooling	
	Year 11	*Year 12*
	$	*$*
Wage Levels A, B and C	15.16	16.68
20% loading [S5.11.6.2]	18.19	20.02

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

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

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

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

S5.11.3 The hours for which payment shall be made are determined as follows:

S5.11.3.1 Where the ***Approved Training*** for a ***Traineeship*** (including a school based ***Traineeship***) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time ***Trainee*** on-the-job.

S5.11.3.2 Where the ***Approved Training*** is undertaken solely on-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (i.e. the same as for the equivalent full-time ***Traineeship***), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S5.11.3.3 Where the ***Approved Training*** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (i.e. the same as for the equivalent full-time ***Traineeship***), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S5.8, 20 per cent is the average proportion of time spent in ***Approved Training***, which has been taken into account in setting the wage rates for most full-time ***Traineeships***.

S5.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time adult ***trainee*** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a ***trainee***.

S5.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S5.11.4 **General formula**

S5.11.4.1 For ***Traineeships*** not covered by S5.11.2.1, the following formula for calculation of wage rates shall apply:

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

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

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

(a) ***Full-time wage rate*** means the appropriate rate as set out in clauses S5.8.4, S5.8.5, S5.8.6 and S5.8.7.

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

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

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

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

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

S5.11.5 **Example of the calculation for the wage rate for a part-time traineeship**

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

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

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

So the wage rate in year 11 is:

$461.00 x 15 - 3.8 = $169.84 (plus any applicable penalty rates under the Award)
30.4

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

S5.11.6 **Employment conditions for all part-time trainees**

S5.11.6.1 A part-time ***Trainee*** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time ***Trainee***. All the provisions of the Award shall apply to part-time ***Trainees*** except as specified in this Schedule.

S5.11.6.2 However, a ***Trainee*** undertaking a school based ***Traineeship*** may, with the agreement of the ***Trainee***, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a ***Trainee*** is called upon to work on a public holiday the provisions of the Award shall apply.

S5.11.6.3 A part-time ***Trainee*** may, by agreement, transfer from a part-time to a full-time ***Traineeship*** position should one become available.

S5.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time ***Trainees***.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

Training Package	*Certificate Level*
Administration	I
	II
	III
Assessment and Workplace Training	III
Business Services	I
	II
	III
Financial Services	III
Information Technology	II
	III
Local Government (Governance & Administration)	I
	II
	III
Local Government (Government)	II
	III
Museum and Library/Information Services	II
	III

Training Package	*Certificate Level*
Public Services	II
	III
Telecommunications	II
	III
Transport and Distribution	III

Wage Level B

Training Package	*Certificate Level*
Asset Maintenance	II
	III
Asset Security	I
	II
	III
Public Safety	II
Transport and Distribution	I
	II

Wage Level C

Training Package	*Certificate Level*
Nil	

Part B, Old Traineeships Titles and Wage Levels

Wage Level A

Bank Officer
Banking ATS
Certificate III in Office Administration
Communications - Cabling/Equipment Installation
Communications - Customer Support Streams: Telemarketing; Communications Operator
Marketing & Management (Cultural Industries)
Municipal Administration/Local Government Office Library Assistant (Local Government)
Office Support Stream

Wage Level B

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

Wage Level C

Nil

SECTION B

Traineeship schemes excluded from this Award

Nil

SCHEDULE 6 - ABORIGINAL ORGANISATIONS AND ABORIGINAL EMPLOYEES

OPDATE 02:06:2008 on and from

CLAUSE S6.1 TITLE

This Schedule will be referred to as the Aboriginal Organisations and Aboriginal Employees Schedule.

CLAUSE S6.2 ARRANGEMENT

SUBJECT MATTER **CLAUSE NO.**

S6.7 Aboriginal Self Determination
S6.2 Arrangement
S6.6 Bereavement Leave
S6.9 Ceremonial Leave
S6.4 Duration
S6.5 Definitions
S6.3 Scope and Persons Bound
S6.8 National Aboriginal Week
S6.1 Title

CLAUSE S6.3 SCOPE AND PERSONS BOUND

This Schedule will apply to the conditions of employment of Aboriginal persons employed by Aboriginal Organisations. This Schedule will be read in conjunction with the Award and will prevail over the Award to the extent to any inconsistency.

CLAUSE S6.4 DURATION

This Schedule will commence operation on and from 11 October 1995.

CLAUSE S6.5 DEFINITIONS

S6.5.1 ***Aboriginal organisation*** means an organisation or community incorporated specifically for the purpose of providing services to Aboriginal people and governed by a Board of Management that is predominantly Aboriginal.

S6.5.2 ***Aboriginal employee*** is an Aboriginal person employed by an ***Aboriginal organisation***.

S6.5.3 ***Aboriginal person*** is a person who identifies as such and is regarded as an Aboriginal person by members of their community.

S6.5.4 ***National Aboriginal Week*** means the week in which the National Aboriginal Day falls, as determined by the National Aboriginal and Islander Day Observance Committee.

S6.5.5 ***Employer*** means an ***Aboriginal organisation*** as defined.

S6.5.6 ***Recognition of Aboriginal self-determination*** means that external organisations will not involve themselves in issues which are part of the internal affairs of ***Aboriginal organisations*** unless they are industrial matters as defined in ***the Act*** and that in dealing with any industrial matters, particularly where dispute resolution is contemplated, cultural differences will be taken into account.

CLAUSE S6.6 BEREAVEMENT

In addition to the leave entitlements contained in clause 7.3 of this Award where an ***Aboriginal employee*** is able to demonstrate a family relationship with persons other than those mentioned in clause 7.3, leave will also be granted in accordance with that clause.

CLAUSE S6.7 ABORIGINAL SELF DETERMINATION

The right to self-determination of Aboriginal people and their organisation is recognised.

CLAUSE S6.8 NATIONAL ABORIGINAL WEEK

The ***employer*** may, upon application by an ***Aboriginal employee***, grant time off without loss of pay for an ***Aboriginal employee*** to attend official celebrations and activities that occur during ***National Aboriginal Week***. In considering an application the ***employer*** will take into account the operational requirements of the organisation. Notwithstanding, the discretion to grant time off without loss of pay rests solely with the ***employer***.

CLAUSE S6.9 CEREMONIAL LEAVE

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten days unpaid leave in any one year for this purpose, provided leave is granted only with the authority of the employer's senior Aboriginal management.

APPLICATIONS FILED

Case No	*Description*
5256/2010	AWARD REVIEW S99 Award varied. Cl. 1.1 Title changed FROM Clerks' (South Australia) Award TO SA Public Sector and Local Government Entities Clerks Award; Cl. 1.2 Arrangement; Cl. 1.3 Locality & Scope; Cl. 1.4 Commencement Date & Duration; Cl. 4.2 Employment Categories; Cl. 6.4 Shift Work (deleted); Cl. 6.5 Saturday Work (renumbered Cl. 6.4); Cl. 6.6 Sunday Work (renumbered Cl. 6.5); Cl. 6.7 Public Holiday Work (renumbered Cl. 6.6); Cl. 10.1 Uniforms; Sch. 3 Allowances. Opdate 17/05/2013.
3258/2013	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2013. Opdate ppc 01/07/2013.
4394/2014	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2014. Opdate ppc 01/07/2014.
6465/2015	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2015. Opdate ppc 01/07/2015.
3231/2016	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2016. Opdate ppc 01/07/2016.
3377/2017	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2017. Opdate ppc 01/07/2017.
4401/2018	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2018. Opdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2019. Opdate ppc 01/07/2019.
ET-19-00576	S 99 REVIEW OF AWARD Award varied. Cl. 1.2 Arrangement, Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility Provision, Cl. 3.2 Dispute Avoidance / Grievance Process, Cl. 4.1 Anti-Discrimination, Cl. 4.2 Employment Categories, Cl. 4.4 Redundancy, Cl. 4.5 Service Provisions (Termination, Change and Redundancy), Cl. 4.6 Transmission, Part 10 – Occupational Health and Safety Matters, Equipment, Tools and Amenities, Cl. 11.1 Posting of Award, Cl. 11.3 Right of Entry, Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements. Opdate 01/10/2019.
ET-21-00552	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2020. Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2021. Opdate ppc 01/07/2021.

Case No	*Description*
ET-23-00803	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2022. Opdate ppc 01/07/2022.
ET-23-05990	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2023. Opdate ppc 01/07/2023.
ET-24-05140	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2024. Opdate ppc 01/07/2024.
ET-25-02729	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2025. Opdate ppc 01/07/2025.
ET-26-04300	AWARD VARIATION Award varied. Sch. 2 Wages, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2026. Opdate ppc 01/07/2026.