SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

SA PUBLIC SECTOR CLERKS ADELAIDE ENTERTAINMENTS CORPORATION AWARD

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

PART 1 - APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 TITLE

OPDATE 17:05:2013 on and from
This Award may be referred to as the SA Public Sector Clerks Adelaide Entertainments Corporation Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 18:05:2007 on and from
This Award is arranged as follows:

1.2.1 **By part**

Clause no. *Title*

Part 1 - Application and operation of Award

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

Part 2 - Award flexibility

Vacant

Part 3 - Communication, consultation and dispute resolution

3.1 Introduction of change
3.2 Dispute/grievance avoidance/settling procedures
3.3 Consultative mechanism

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

4.1 Anti-discrimination
4.2 Employee duties
4.3 Employment categories
4.4 Termination of employment
4.5 Redundancy
4.6 Transmission
4.7 Service provisions (termination, change and redundancy)

Clause no. Title

Part 5 - Wages and related matters

5.1 Classification of employees
5.2 Wage rates
5.3 Allowances
5.4 Supported wage provisions
5.5 Superannuation
5.6 Higher duties
5.7 First aid allowance
5.8 Payment of wages

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

6.1 Hours of work
6.2 Breaks
6.3 Overtime
6.4 Shift work
6.5 Saturday and Sunday work
6.6 Make up time

Part 7 - Leave of absence and public holidays

7.1 Annual leave
7.2 Personal leave – injury and sickness
7.3 Bereavement leave
7.4 Parental leave
7.5 Personal leave to care for a family member
7.6 Public holidays
7.7 Trade union training leave

Part 8 - Occupational health and safety matters, equipment, tools and amenities

8.1 Clothing, equipment and tools

Part 9 - Award compliance and union related matters

9.1 Time and wages records
9.2 Posting of Award
9.3 Right of entry

Schedules

Sch. 1 Classification criteria
Sch. 2 Wage rates
Sch. 3 Allowances
Sch. 4 Supported wage provisions
Sch. 5 Training wage arrangements

1.2.2 **In alphabetical order**

Clause no. Subject matter

Sch. 3 Allowances (also 5.3)
7.1 Annual leave
4.1 Anti-discrimination
1.2 Arrangement
7.3 Bereavement leave
6.2 Breaks

Clause no. Subject matter

Sch. 1 Classification of employees (also 5.1)
8.1 Clothing, equipment and tools
1.4 Commencement date of Award and duration
3.3 Consultative mechanism
1.6 Continuous service
1.5 Definitions
3.2 Dispute/grievance avoidance/settling procedures
4.2 Employee duties
4.3 Employment categories
5.7 First aid allowance
5.6 Higher duties
6.1 Hours of work
3.1 Introduction of change
6.6 Make up time
6.3 Overtime
7.4 Parental leave
5.8 Payment of wages
7.2 Personal leave – injury and sickness
7.5 Personal leave to car for a family member
9.2 Posting of Award
7.6 Public holidays
4.5 Redundancy
9.3 Right of entry
6.5 Saturday and Sunday work
1.3 Scope, persons bound and locality
4.7 Service provisions (termination, change and redundancy)
6.4 Shift work
5.5 Superannuation
Sch. 4 Supported wage provisions (also 5.4)
4.4 Termination of employment
9.1 Time and wages records
1.1 Title
7.7 Trade union training leave
Sch. 5 Training wage arrangements
4.6 Transmission
Sch. 2 Wage rates (also 5.2)

CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 01:10:2019 on and from

1.3.1 This Award is binding upon the Chief Executive, Department of Treasury and Finance in respect to employees of the Adelaide Entertainments Corporation.

1.3.2 Except as provided in 1.3.3 this Award is binding upon all persons engaged in the industry of the occupations of clerks, switchboard attendants and office workers at the Adelaide Entertainments Corporation, whether members of an association or not.

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 OF AWARD 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
In this Award except where otherwise indicated:

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

1.5.2 ***Broken shift*** means any period of rostered duty which is not continuous and is broken by a period of more than one hour. For the purpose of clause 6.1 a broken shift is deemed to be one shift.

1.5.3 ***Casual employee*** means a casual employee as defined in clause 4.3 of this Award.

1.5.4 ***Continuous service*** means service as defined in clause 1.6 of this Award.

1.5.5 ***Full-time employee*** means a full-time employee as defined in clause 4.3 of this Award.

1.5.6 ***Ordinary hourly rate*** means the appropriate Award rate per week prescribed in Schedule 2, divided by 38 and rounded off to the nearest cent.

1.5.7 ***Part-time employee*** means a part-time employee as defined in clause 4.3 of this Award

1.5.8 ***Seven-day shift worker*** means an employee who is rostered to work regularly on Sundays and Public Holidays.

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

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

1.5.11 ***Union*** means the Amalgamated ASU (SA) State Union (Australian Services Union).

1.5.12 ***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.

CLAUSE 1.6 CONTINUOUS SERVICE

OPDATE 18:05:2007 on and from

1.6.1 **Maintenance of continuous service**

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

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

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

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

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

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

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

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

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

(i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. The 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 service is deemed to be continuous under this Clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

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

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

Note: Clause 1.6.1 deals with the circumstances where continuity of an employee's service with an employer is preserved, ie service will <u>not</u> be broken by the factors described in 1.6.1.

Clause 1.6.2 deals with whether the period of absence is to be counted as service for the purposes of calculating service-based Award entitlements.

PART 2 - AWARD FLEXIBILITY

OPDATE 18:05:2007 on and from

There are no provisions in this part.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 18:05:2007 on and from

3.1.1 **Notification of intended changes**

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

3.1.1.2 ***Significant effects*** include:

(a) termination of employment;

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

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

(d) the alteration of hours of work;

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

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

3.1.2 **Consultation with employees and the union**

3.1.2.1 The employer must discuss with the employees affected and the ***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 the changes on employees.

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

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

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

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

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

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

CLAUSE 3.2 DISPUTE/GRIEVANCE AVOIDANCE/SETTLING PROCEDURES

OPDATE 01:10:2019 on and from

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

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

3.2.3 Where any attempt at settlement has failed, or where the dispute or claim is of a nature that a direct discussion between the employee and the immediate supervisor would be inappropriate, the employee must take the matter up with the next level of management, and may be represented by the ***Union*** representative or other representative of their choice if the employee chooses.

3.2.4 If the matter is not settled it will be submitted to the ***Tribunal*** which will endeavour to resolve the issue(s) between the parties in accordance with the ***Tribunal's*** dispute settling powers, that is, firstly by conciliation and if necessary by arbitration.

3.2.5 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 18:05:2007 on and from

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

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

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 in Section 3(m) of the ***Act*** by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

4.1.2 Accordingly, in fulfilling the obligations under the Dispute/Grievance Avoidance/Settling Procedures Clause, the parties must make every endeavour to ensure that neither the Award provisions nor the operations are directly or indirectly discriminatory in their effects.

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

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

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

4.1.3.3 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:

4.1.4.1 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.

4.1.4.2 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 EMPLOYEE DUTIES

OPDATE 18:05:2007 on and from

4.2.1 **Flexibility provision**

Employees within each classification are to perform a wider range of duties involving work that is incidental or peripheral to the main tasks or functions.

CLAUSE 4.3 EMPLOYMENT CATEGORIES

OPDATE 01:01:2012 1st pp on or after (cl. 4.3.4.2)

4.3.1 **Employment categories - definitions**

4.3.1.1 ***Casual employee*** means an employee on a contract of hire that is less than weekly.

Casual employment shall have the corresponding meaning.

4.3.1.2 ***Full-time employee*** means an employee who is engaged by the week for an average of 38 ordinary hours a week. ***Full-time employment*** shall have the corresponding meaning.

4.3.1.3 ***Junior employee*** means a ***casual***, ***part-time*** or ***full-time employee*** who is under 21 years of age and whose wages are paid in accordance with clause S2.2 of Schedule 2 of this Award.

4.3.1.4 ***Part-time employee*** means an employee who is specifically engaged by the week for not less than 15 ordinary hours per week nor for 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 ordinary hours, but not less than 7.6 ordinary hours. ***Part time employment*** shall have the corresponding meaning.

4.3.1.5 ***Trainee*** means an employee as defined in Schedule 5 of this Award.

4.3.2 **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 a hiring by the week.

4.3.3 **Part-time employment**

4.3.3.1 The rate of pay for a ***part-time employee*** will be the appropriate ***ordinary hourly rate*** and will include all penalties and entitlements provided by the Award.

4.3.3.2 A ***part-time employee*** will be entitled to personal leave and annual leave as provided in Part 7, on a pro rata basis according to the average number of hours usually worked per week, as set out in the tables at clauses 7.1 and 7.2 of this Award.

4.3.4 **Casual employment**

4.3.4.1 Hours of work

Hours of work for ***casual employees*** shall be as prescribed in clause 6.1.3.

4.3.4.2 Ordinary casual rate

A ***casual employee*** will be paid a minimum rate per hour that is 20 percent higher than the ***ordinary hourly rate***.

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.

4.3.4.3 Monday to Friday

For work performed on any day between Monday and Friday inclusive a ***casual employee*** will receive the ordinary casual rate, providing the work is not shift work.

4.3.4.4 Saturdays and Sundays

For work performed on a Saturday or Sunday a ***casual employee*** will receive the rate of pay prescribed in clause 6.5.2.

4.3.4.5 Public holidays

For work performed on a public holiday (listed in clause 7.6) a ***casual employee*** will receive the rate prescribed in clause 7.6.1.

4.3.4.6 Shift work

Casual employees engaged in shift work will be paid the shift allowances prescribed in 6.4.

4.3.4.7 Overtime

Casual employees will be paid overtime as prescribed in clause 6.3.

4.3.4.8 Termination/Redundancy

With the exception of 4.4.3, the provisions of clauses 4.4 and 4.5 will not apply to ***casual employees***.

4.3.5 **Conversion of casual employment status**

4.3.5.1 Notwithstanding the provisions set out in 4.3.2, 4.3.3 and 4.3.4 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

(c) Whose employment is consistent with ***full-time*** or ***part-time employment*** as defined in clause 4.3.1,

shall thereafter have the right to elect to have his or her employment converted to ***full-time employment*** as defined in clause 4.3.1.2 or ***part-time employment*** as defined in clause 4.3.1.4.

4.3.5.2 Every employer of such an employee shall give the employee notice in writing of the provisions of 4.3.5.1 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.

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

4.3.5.4 Any employee who has a right to elect under 4.3.5.1, upon receiving notice under clause 4.3.5.2 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/Grievance Avoidance/Settling Procedures.

4.3.5.5 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.

4.3.5.6 If an employee has elected to have his or her employment converted to ***full-time or part-time employment*** in accordance with clause 4.3.5.4, the employer and employee shall (subject to clause 4.3.5.4) 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***.

4.3.5.7 Where, in accordance with 4.3.5.4 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.

4.3.5.8 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/Grievance Avoidance/Settling Procedures.

4.3.5.9 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.

4.3.5.10 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***.

4.3.5.11 Where 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 clause 4.3.1, shall constitute part of the period of ***continuous service*** pursuant to clause 4.4 Termination of Employment and clause 4.5 Redundancy, and be counted for the purposes of those clauses.

4.3.6 **Juniors**

Refer to Schedule 2.

4.3.7 **Trainees**

Refer to Schedule 5.

CLAUSE 4.4 TERMINATION OF EMPLOYMENT

OPDATE 18:05:2007 on and from

4.4.1 **Notice Of termination by employer**

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

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

More than 5 years	At least 4 weeks

4.4.1.2 In addition to the notice in 4.4.1.1, employees over forty-five years of age at the time of the giving of notice, with not less than 2 years ***continuous service***, are entitled to additional notice of one week.

4.4.1.3 Payment at the ordinary rate of pay instead of the notice set out in 4.4.1.1 and/or 4.4.1.2, must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment instead.

4.4.1.4 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.

4.4.1.5 The periods of notice prescribed in clause 4.4.1.1 and 4.4.1.2 do not apply in the case of:

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

4.4.2 **Time off during notice period**

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

4.4.3 **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.

4.4.4 **Payment in lieu**

If an employer makes payment in lieu for all or any of the period of notice set, the period for which payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee arising pursuant to this Award and is deemed as service with the employer for the purpose of the *Long Service Leave Act 1987.*

4.4.5 **Notice of termination by employee**

In order to terminate employment a ***full-time*** or ***part-time employee*** must give the employer the following notice:

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

or forfeit the wages appropriate to the notice period.

CLAUSE 4.5 REDUNDANCY

OPDATE 01:10:2019 on and from

4.5.1 **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.

4.5.2 **Exclusions**

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

4.5.2.2 This clause does not apply in the case of:

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

4.5.3 **Discussions before termination**

4.5.3.1 Where an employer has made a firm 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 with the ***Union***. Discussions must include:

(a) the reasons for the proposed terminations;

(b) measures to avoid or minimise the terminations; and

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

4.5.3.2 For the purpose of the discussion the employer must, as soon as practicable, provide in writing to the employees concerned and the ***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 employees 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.

4.5.4 **Period of notice of termination on redundancy**

4.5.4.1 If the services of an employee are to be terminated due to ***redundancy*** the employee must be given notice of termination as set by clause 4.4.

4.5.4.2 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 like technological changes, in the industry in relation to which the employer is engaged, must be given not less than 3 months notice of termination.

4.5.4.3 Should the employer fail to give notice of termination as required in 4.5.4.1 or 4.5.4.2, 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 purposes of the *Long Service Leave Act 1987*.

4.5.5 **Time off during notice period**

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

4.5.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If 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.

4.5.5.3 The time off during notice period entitlements under this clause 4.5.5 apply in lieu of the provisions of 4.4.2.

4.5.6 **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.

4.5.7 **Severance pay**

4.5.7.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in 4.4.1 and 4.5.4.

4.5.7.2 Severance pay - employees of a small business

An employee of a ***small business*** as defined in 4.5.1 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***

* ***Week's pay*** is defined in 1.5.12.

4.5.7.3 Severance pay – other than employees of a small business

An employee, other than an employee of a ***small business*** as defined in 4.5.1, whose employment is terminated by reason of ***redundancy***, is entitled to the following amount of severance pay in respect of a period of ***continuous service***:

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

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

In addition to the severance pay in 4.5.7.3 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.

* ***Week's pay*** is defined in 1.5.11.

4.5.7.5 Continuity of service will be calculated in the manner prescribed by clauses 1.6 and 4.7.

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

4.5.7.7 An employer may apply to the ***Tribunal*** for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that the payment, or part of it, 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.

4.5.8 **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.

4.5.9 **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.

4.5.10 **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 of the proposed termination of the employee's employment.

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

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

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

4.5.11 **Transfer to lower paid duties**

Where an employee whose job has become ***redundant*** accepts an offer of alternative work by the employer, the ***ordinary hourly rate*** of pay for which is less than the ***ordinary hourly 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 instead 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.

4.5.12 **Employee leaving during notice period**

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

4.5.13 **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.

4.5.14 **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 4.5.7.3 or 4.5.7.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.5.7.2.

CLAUSE 4.6 TRANSMISSION

OPDATE 01:10:2019 on and from

4.6.1 **Transmission of business**

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

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

4.6.2 **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 of it, becomes an employee of the ***transmittee***:

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

4.6.2.2 The provisions of clause 4.5 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 4.5 in respect of termination of 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, establishment or part of it;

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 SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)

OPDATE 18:05:2007 on and from

4.7.1 **Service with two or more corporations**

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the Corporations Law, the ***continuous service*** of the employee with each corporation must be included in the calculation of the employee's ***continuous service*** for the purpose of determining the employee's entitlements according to clauses 4.4, 4.5 and 4.6.

PART 5 - WAGES AND RELATED MATTERS

CLAUSE 5.1 CLASSIFICATION OF EMPLOYEES

OPDATE 18:05:2007 on and from
Refer to Schedule 1.

CLAUSE 5.2 WAGE RATES

OPDATE 18:05:2007 on and from
Refer to Schedule 2.

CLAUSE 5.3 ALLOWANCES

OPDATE 18:05:2007 on and from
Refer to Schedule 3.

CLAUSE 5.4 SUPPORTED WAGE PROVISIONS

OPDATE 18:05:2007 on and from
Refer to Schedule 4.

CLAUSE 5.5 SUPERANNUATION

OPDATE 18:05:2007 on and from

5.5.1 **Definitions**

5.5.1.1 In this clause ***fund*** means:

(a) HOST-PLUS Superannuation Fund that is governed by a Declaration of Trust that commenced on 1 October 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession; or

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

5.5.1.2 ***Ordinary time earnings*** means the wages received by an employee for work performed in ordinary hours and will include allowances and over award payments but will not include any bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

5.5.1.3 ***Regular employee*** means a ***full-time employee***, a ***part-time employee*** or a ***casual employee*** who works 7.6 hours or more in any given week.

5.5.2 **Employer contributions**

5.5.2.1 An employer will make contributions for an employee in accordance with the legislative requirements in 5.5.3.

5.5.2.2 ***Regular employees*** ineligible for employer contributions according to 5.5.2.1 will be entitled to employer contributions of 3% of ***ordinary time earnings***, providing:

(a) the employee has completed at least 3 months employment with the employer;

(b) a pro rata deduction will be made from the contribution payable for each period of unpaid leave of at least one day in duration.

5.5.3 **Superannuation legislation**

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

CLAUSE 5.6 HIGHER DUTIES

OPDATE 18:05:2007 on and from

An employee, who for a period of one day or more, is called upon to perform duties at a higher classification level will be paid for all time worked at the increment point of that higher level which provides the employee with a higher wage of at least $3.00 per week.

CLAUSE 5.7 FIRST AID ALLOWANCE

OPDATE 18:05:2007 on and from

An employee who has been trained to render first aid and who is the current holder of an appropriate first aid qualification such as a certificate from the St John Ambulance Australia SA Inc. or similar body will be paid a daily allowance as prescribed in Schedule 3 if the employee is appointed by the employer to perform first aid duty.

CLAUSE 5.8 PAYMENT OF WAGES

OPDATE 18:05:2007 on and from

5.8.1 All wages and allowances will accrue and become payable weekly during working hours.

Wages may be paid fortnightly where it is by mutual agreement between the employer and the employees.

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

(a) gross earnings of wages, including overtime and other earnings;

(b) the amount paid as overtime;

(c) the amount deducted for tax;

(d) particulars of other deductions;

(e) the net amount paid;

(f) the period of employment to which the payment relates;

(g) the amount of any superannuation contributions and the fund to which contributions were made;

(h) the name of the employer; and

(i) if the employee is paid on an hourly basis, or on a basis on which the rate of pay varies according to the time worked:

(i) the number of hours worked by the employee during the period to which the payment relates (distinguishing between ordinary time and overtime); and

(ii) the rate or rates of pay on which the payment is based.

5.8.3 The ***Union*** authorises, according to Section 68 of the ***Act***, the payment of wages in forms other than cash into a bank or financial institution account nominated by the individual employee, provided that the employer pays any cost, charge or fee associated with the transfer of the non-cash payment.

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

CLAUSE 6.1 HOURS OF WORK

OPDATE 01:10:2019 on and from

6.1.1 **Ordinary hours of work (full-time employees)**

6.1.1.1 Subject to clauses 6.1.4, 6.1.5 and 6.1.6, the ordinary hours of ***full-time employees*** will not exceed an average of 38 hours per week, to be worked in five shifts on one of the following basis:

(a) 38 hours within a work cycle not exceeding 7 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, except where the provisions of 6.1.4.2 apply.

6.1.1.2 No shift will exceed 8 hours, exclusive of meals, within a spread of ten hours from commencing time; and that no employee will be required to work more than one shift in each 24 hours, except at the regular change over of shifts. Any employee whose ordinary hours fall on a Saturday, Sunday or Public Holiday will receive, in addition to the ***ordinary hourly rate*** for hours worked, the penalties as set in the Saturday, Sunday and Public Holiday clauses.

6.1.2 **Ordinary hours of work (part-time employees)**

6.1.2.1 Subject to clause 4.3.1.4 the ordinary hours of work of ***part-time employees*** will be a minimum of 15 hours and a maximum of 37.5 hours per week to be worked in no more than five shifts per week.

6.1.2.2 The hours of work of each day shall be not less than 3 hours and not more than 8 hours per day, exclusive of meal breaks. These hours shall fall within the spread of ten hours from the time of commencement of the shift.

6.1.2.3 No ***part-time employee*** shall be required to work more than one shift in each 24 hours, except at the regular changeover of shifts.

6.1.3 **Ordinary hours of work (casual employees)**

6.1.3.1 The ordinary hours of work of ***casual employee***s shall not exceed 38 hours per week.

6.1.3.2 The hours of work each day may not be less than 3 hours, except on Saturday before noon when the hours of work may not be less than 2.5 hours for that day, and not more than 10 hours per day exclusive of meal breaks. These hours shall fall within a spread of twelve hours from the time of commencement of the shift.

6.1.3.3. No ***casual employee*** shall be required to work more than one shift in each 24 hours, except at the regular changeover of shifts.

6.1.4 **Implementation of 38 hour week**

6.1.4.1 The 38 hour week as provided in 6.1.1 may be worked in any of the following ways:

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

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

(c) employees working less than 8 ordinary hours on one or more shifts each fortnight; or

(d) rostering employees off on various days of the week during a particular work cycle so that each employee has one paid leisure day off during that cycle; or

(e) fix one day (paid leisure day) on which all employees will be off during a particular work cycle; or

(f) any other arrangement mutually agreed between employer and employee; or

(g) continuation of existing arrangements where 38 hours per week or less is currently being worked.

6.1.4.2 Banking of paid leisure time-off

Where the option of paid leisure time-off is adopted in implementing the 38 hour week, employers or employees have the right to request that leisure time-off accumulate to a maximum of five working days, at which time the leisure time-off must be taken.

6.1.5 **Procedure to change arrangement after implementation**

Wherever practicable the implementation of the 38 hour week should follow that of the majority of employees in the establishment. Where this is not practicable, the procedure in 6.1.6.4 will be followed.

6.1.6 **Alternative hours of work arrangement – full-time employees**

6.1.6.1 Despite the provisions contained in clauses 6.1.1, 6.1.4, 6.1.5 and 6.1.7.1 of the Award, the arrangement of hours of work can be implemented within any one or combination of the following;

(a) 38 hours per weekly period;
(b) 76 hours per two week period;
(c) 152 hours per four week period.

6.1.6.2 The hours of work arrangement agreed upon in 6.1.6.1 will be subject to the following conditions:

6.1.6.2(a) Within a minimum of 4 hours and a maximum of 10 hours per day and will be exclusive of meal break intervals subject to Clause 6.2 of the Award. Where shifts of 10 hours per day are worked on four consecutive days the employee will receive a break of at least 48 consecutive hours.

6.1.6.2(b) Despite the provisions of 6.1.6.2(a) and 6.1.6.2(d), an employee who works 76 hours per each two week period will be entitled to a minimum of 4 rostered days off per 2 week period.

6.1.6.2(c) Despite the provisions of 6.1.6.2(a) and 6.1.6.2(d), an employee who works 152 hours per each four week period will be entitled to a minimum of eight rostered days off per four week period.

6.1.6.2(d) No employee will work more than 10 consecutive days without a rostered day off.

6.1.6.2(e) All time credits accrued under an existing arrangement will be paid to all employees concerned prior to the implementation of this arrangement.

6.1.6.3 No shift will exceed 10 hours exclusive of meals, within a spread of 12 hours from commencing time, and no employee will be required to work more than one shift in each 24 hours, except at the regular change over of shifts. Any employee whose ordinary hours fall on a Saturday, Sunday or Public Holiday will receive, in addition to the ordinary wage for that day, the penalties as set in Clauses 6.5 and 7.6 of the Award.

6.1.6.4 Prior to the implementation of the alternative hours of work arrangement, the following procedure will apply:

6.1.6.4(a) Consultation will take place between the employer and the employees concerned.

6.1.6.4(b) If the matter is unresolved it will be referred to the Secretary of the ***Union*** or the Deputy, at which level a conference of the parties will be convened without delay. At that stage the employer may call in an employer association to assist in discussions. Any agreement reached is to be recorded and complied with by the parties.

6.1.6.4(c) If the matter still remains unresolved, the parties, without prejudice as to final settlement, will seek the assistance of the ***Tribunal***.

6.1.7 **Rostered days off**

6.1.7.1 Each employee (not being a ***casual employee***) will be entitled to two unpaid full rostered days off in each week on any day from Monday to Sunday inclusive. For the purposes of this clause, a ***full day*** means one continuous 24 hour period.

6.1.7.2 Where the employee's rostered day off coincides with a public holiday, as set in clause 7.6, one day instead of the holiday will be added to the employee's annual leave or allowed to the employee within 28 days of the holiday, or payment of one day of pay should be made to the employee on the next succeeding pay day.

6.1.7.3 Subject to the provisions of clause 6.3 where an employee is required to work on the employee's rostered day off the employee will be paid for the time worked at the rate of time and a half, provided that if the employee's day off coincides with a public holiday set in clause 7.6, and the employee is required to work on the day, the employee will be paid for the time worked at the rate of time and a half in addition to the employee's entitlement as set in 6.1.7.2.

6.1.8 **Broken shifts**

An employee who is required to work a ***broken shift*** as part of their ordinary hours will receive an allowance as prescribed in Schedule 3. Such allowance will not be subject to other penalties set out in this Award.

CLAUSE 6.2 BREAKS

OPDATE 18:05:2007 on and from

6.2.1 Each employee will be entitled to an unpaid meal interval of not less than half an hour and not more than one hour. The time of the meal interval will be determined by the management.

6.2.2 The meal interval will commence at any time one and a half hours, and not more than five and a half hours, after commencing duty for the first time in any one day. Provided that where an employee is not granted a meal interval within five and a half hours, the employee will be paid after that at the rate of time and a half until the time as the meal interval is allowed.

6.2.3 **Meal interval exceeding 5 hours**

6.2.3.1 Where an employee is required to exceed five hours work after the first meal interval, without having another meal interval, the employee will be granted a further meal interval of 20 minutes, which will be treated as time worked. The meal interval will be taken within one and a half hours of becoming due; or alternatively, by arrangement between the employer and the employee concerned, payment may be made instead of the meal interval.

6.2.3.2 Payment for the meal interval will be at the rate applicable to the employee at the time when it was taken or if payment is made in lieu, it is made at the rate applicable at the time the meal break became due.

CLAUSE 6.3 OVERTIME

OPDATE 18:05:2007 on and from

6.3.1 **Payment for working overtime (full-time and part-time employees)**

Subject to 6.3.3 overtime will be paid for all time worked (the provisions of 6.3.1 will not apply to ***casual employees***):

(a) in excess of or outside the spread of ordinary hours specified in Clause 6.1.1 or 6.1.2 as appropriate;

(b) in excess of the ordinary hours specified in 6.1.6, where the employee is working according to 6.1.6 - Alternative Hours of Work Arrangement;

(c) in excess of 8 hours in any day or shift;

(d) in excess of 10 hours in any day or shift, where the employee is working according to Clause 6.1.6 Alternative Hours of Work Arrangement,

at the rate of time and a half. Provided however, that if in any day or shift an employee works more than three hours in overtime, the employee will be paid for the excess over three hours at the rate of double time.

6.3.2 **Payment for working overtime (casual employees)**

Subject to 6.3.3 overtime will be paid to ***casual employees*** for all time worked:

(a) in excess of ten hours in any one day exclusive of meal breaks;
(b) outside a spread of 12 hours in accordance with 6.1.3.2;
(c) in excess of 38 hours in any one week,

at the rate of time and a half for the first three hours and double-time thereafter, on the basis that each day stands alone.

6.3.3 **Overtime worked on Sundays, public holidays or Saturdays**

Overtime worked on a Sunday, Public Holidays or after 12 noon on a Saturday, will be paid for at the rate of double time.

6.3.4 **Overtime payments based on ordinary rate of pay**

For the purposes of this Clause 6.3 Overtime, the additional payments as set out in this clause are based on the employee's ***ordinary hourly rate***. In relation to ***casual employees*** the ordinary casual rate as prescribed in 4.3.4.2 is used as the basis of calculating overtime payments.

6.3.5 **Provision of transport**

When 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 will provide transport for the employee to the employee's home.

6.3.6 **Time off in lieu of overtime**

6.3.6.1 Despite 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:

6.3.6.1(a) 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.

6.3.6.1(b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.

6.3.6.1(c) An employer will, if requested by an employee, provide payment at the rate provided for the payment of overtime as set in Clause 6.3.1 and 6.3.2, for any overtime worked under this subclause where the time has not been taken within four weeks of accrual.

6.3.6.2 Clause 6.3.6.1(1) is subject to the employer informing the ***Union***, where the ***Union*** has member(s) 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.

6.3.6.3 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 according to Section 102 of the ***Act***.

6.3.6.4 An employer will record time off in lieu arrangements in the time and wages book as set in Section 102 of the ***Act*** at each time this provision is used.

6.3.7 **Supplying of meal or meal allowance**

Any employee, who on any day is required to remain at work or to return to work after the employee's usual finishing time for that day, without being notified on the previous day or earlier that the employee will be required to work, and who works for one hour or more after the 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 employer or be paid a meal allowance as prescribed in Schedule 3. The meal allowance will be paid to the employee on the next pay day.

CLAUSE 6.4 SHIFT WORK

OPDATE 01:01:2012 1st pp on or after (cl. 6.4.5)

6.4.1 Shifts, other than ***permanent afternoon shifts*** or ***permanent night shifts***, will rotate weekly or fortnightly.

6.4.2 **Definitions**

For the purpose of this clause:

6.4.2.1 ***Afternoon shift*** means any shift finishing after 6 p.m. and at or before midnight.

6.4.2.2 ***Night shift*** means any shift finishing subsequent to midnight and at or before 8 a.m.

6.4.2.3 ***Day shift*** means any shift that is not an afternoon or ***night shift***.

6.4.2.4 ***Permanent afternoon shift*** or ***permanent night shift*** means an ***afternoon shift*** or a ***night shift***, as the case may be, which is worked by the same employee for four or more consecutive weeks.

6.4.3 Shift rosters will be displayed specifying the commencing and finishing times of ordinary hours of the respective shifts.

6.4.4 Shift allowances applicable Monday to Friday are as follows:

6.4.4.1 Employees employed on ***afternoon*** or ***night shift*** will be paid 12 1/2 percent more than the ***ordinary hourly rate***.

6.4.4.2 Employees employed on ***permanent afternoon shift*** will be paid 17 1/2 percent more than the ***ordinary hourly rate***.

6.4.4.3 Employees employed on ***permanent night shift*** will be paid 27 1/2 percent more than the ***ordinary hourly rate***.

6.4.5 Shift allowances, as set out in 6.4.4, apply to ***casual employees*** where the allowances are applicable to the shift being worked in addition to the casual loading as prescribed in 4.3.4.2.

CLAUSE 6.5 SATURDAY AND SUNDAY WORK

OPDATE 18:05:2007 on and from

6.5.1 For work performed in ordinary hours on Saturday (not being the day after Good Friday) and Sunday, an employee on weekly hire will receive an additional penalty payment of 50 percent.

6.5.2 A ***casual employee*** working on a Saturday or Sunday will receive the 50 percent penalty payment in lieu of their casual loading prescribed in 4.3.4.2.

6.5.3 Where a public holiday (listed in 7.6) falls on a Saturday or Sunday the penalty rates prescribed in clause 7.6 will apply in lieu of those prescribed in this clause 6.5.

CLAUSE 6.6 MAKE UP TIME

OPDATE 18:05:2007 on and from

6.6.1 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:

6.6.1.1 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.

6.6.1.2 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 shift work rate which would have been applicable to the hours taken off.

6.6.2 The provisions of 6.6.1.1 and 6.6.1.2 are subject to the employer informing the ***Union***, where the ***Union*** has member(s) employed at the enterprise, of its intention

to introduce an enterprise system of "make up time" flexibility, and providing a reasonable opportunity for the ***Union*** to participate in negotiations.

6.6.3 Once a decision has been taken to introduce an enterprise system of "make up time", in accordance with this Clause, its term must be set out in the time and wages records kept according to Section 102 of the ***Act***.

6.6.4 An employer will record "make up time" arrangements in the time and wages book, as set in Section 102 of the ***Act***.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

CLAUSE 7.1 ANNUAL LEAVE

OPDATE 18:05:2007 on and from

7.1.1 Every employee on a weekly contract of hiring will, after 12 months ***continuous service*** (less the period of annual leave), be entitled to and allowed a period of leave on full pay of 28 consecutive days.

7.1.2 The 28 days annual leave will be exclusive of public holidays falling within the leave.

7.1.3 It is further provided that there will be payable for that period of annual leave a further monetary amount equivalent to a loading of 17 1/2 percent, calculated on the appropriate weekly wage set out in clause 5.2.

7.1.4 Any employee whose services are terminated, or who leaves the service of an employer, will be entitled to be paid one-third of a week's wage (calculated on the appropriate weekly wage set out in clause 5.2) in respect of each completed month of service in respect of which annual leave has not been received, and in addition a loading of 17 1/2 percent of the sum calculated.

7.1.5 **Seven day shift workers**

7.1.5.1 In addition to the leave prescribed in 7.1.1, ***seven-day shift workers*** will be allowed seven consecutive days leave (including non-working days) and the other subclauses of this clause will apply.

7.1.5.2 Where an employee with 12 months ***continuous service*** is engaged for part of the 12-monthly period as a ***seven-day shift worker*** the employee will be entitled to have the period of 28 consecutive days annual leave prescribed in 7.1.1 increased by three and one-third hours for each month the employee is continuously engaged.

7.1.6 The provisions and entitlements of this Clause will apply to ***part-time employees***, calculated on a pro rata basis according to the entitlements based on the ordinary hours usually worked per week, as set out in the following table:

Ordinary hours usually worked per week	*Hours of annual leave entitlement pro rata of:*	
	4 weeks	*5 weeks*
15	60	75
16	64	80
17	68	85
18	72	90
19	76	95
20	80	100
21	84	105
22	88	110
23	92	115
24	96	120
25	100	125
26	104	130
27	108	135
28	112	140
29	116	145
30	120	150
31	124	155
32	128	160
33	132	165
34	136	170
35	140	175
36	144	180
37	148	185
37.5	150	187.5

7.1.7 An employee will not be required to go on annual leave unless at least one month of prior notice is given, and subject to an agreement recorded in writing between the employer and the employee wages accruing while on leave and leave loading prescribed in clause 7.1.3 will be paid prior to proceeding on leave.

7.1.8 Despite provisions elsewhere in the Award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences, provided that:

7.1.8.1 An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.

7.1.8.2 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absence, until at least 5 consecutive annual leave days are taken.

7.1.8.3 Clause 7.1.8 is subject to the employer informing the ***Union***, where the ***Union*** has member(s) employed at the enterprise, of its intention to introduce an enterprise system of annual leave flexibility, and providing a reasonable opportunity for the ***Union*** to participate in negotiations.

7.1.8.4 Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this Clause, its terms must be set out in the time and wages records kept according to Section 102 of the ***Act***.

7.1.8.5 An employer will record these short term annual leave arrangements in the time and wages book, as set in Section 102 of the ***Act***.

7.1.9 Notwithstanding 7.1.8.1, by agreement between the employer and employee, a ***full-time employee*** may take annual leave in single days not exceeding ten days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.5. Provided that the total period of single days taken in line with 7.1.8.1 and 7.1.9 cannot exceed ten days per year.

7.1.10 Unless otherwise agreed between the employer and the employee, annual leave will be granted within six months of it becoming due. In the event of the employer and employee agreeing to postpone all or part of the leave to the next year, the employee concerned will in the next year be granted the balance of the leave in addition to the leave for the year. Subject to 7.1.8 and 7.1.9 the total leave due may be granted in not more than two periods during the year.

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 entitlement.

7.1.11 In calculating the period of 12 months ***continuous service***, any absence will not, except to the extent of any paid leave or not more than 20 working days unpaid leave in a 12 monthly period in the case of personal sickness or accident, be taken into account in calculating the period of 12 months ***continuous service***.

CLAUSE 7.2 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 01:10:2019 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 days. Personal leave 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 (or refer to table below):

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

Hours usually worked per week	*Hours of personal leave entitlement per week*
15	0.58
16	0.62
17	0.65
18	0.69
19	0.73
20	0.77
21	0.81
22	0.85
23	0.88
24	0.92
25	0.96
26	1.00
27	1.04
28	1.08
29	1.12
30	1.15
31	1.19
32	1.23
33	1.27
34	1.31
35	1.35
36	1.39
37	1.43
37.5	1.45

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:

(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

(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 normal rate of pay.

7.2.4 **"Sick" or "sickness" includes personal injury**

For the purposes of this clause, the word ***sick*** or ***sickness*** includes personal injury but does not include an injury for which compensation is payable under the *Return to Work Act 2014* (as amended).

CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 18:05:2007 on and from

7.3.1 **Entitlement to leave**

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

(a) ***spouse***;

(b) a child or step child;

(c) a parent or parent in-law;

(d) any other member of the person's household;

(e) a grandparent or grandchild;

(f) any other person who is dependent on the person's care;

(g) sister or brother,

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 15.2 hours per occasion or, in the case of a ***part-time employee***, on a pro rata basis according to the average number of hours usually worked per week. The employee to the satisfaction of the employer must furnish proof of death 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 01:10:2019 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 years who is placed with an employee for the purposes of ***adoption***, other than a child or step-child of the employee, or of the ***spouse*** of the employee, who has previously lived with the employee for a continuous period of at least six months.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4.1.17 ***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.

7.4.2 **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 an employee is entitled to ***parental leave*** 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:

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

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

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

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

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

7.4.3.5 The provisions of this clause apply to full time, part time and ***eligible casual employees***, but do not apply to other ***casual employees***.

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

An employer must not fail to re-engage a ***casual employee*** because:

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

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

The rights of an employer in relation to engagement and re-engagement of ***casual employees*** are not affected, other than in accordance with this clause.

7.4.4 **Qualifications on entitlements and eligibility**

7.4.4.1 An employee engaged upon 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:

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

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

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

7.4.5 **Certification Required**

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

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

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

(c) states:

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

whichever is appropriate.

7.4.5.2 At the request of the employer, an employee must, in respect of the conferral of ***parental leave***, produce to the employer within a reasonable time a statutory declaration that 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 according 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. This notice may be given only if the employee has not given her employer the required notice.

7.4.6.2 <u>Paternity leave</u>

An employee must:

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

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

7.4.6.3 Adoption leave

An employee must:

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

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

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

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

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***,

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

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

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

7.4.8 **Variation and cancellation of parental leave**

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

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

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

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

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

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

as the case may be.

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

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

(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; 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 paid personal leave as she is then entitled to and this 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.

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

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

7.4.10 **Special adoption leave**

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

7.4.10.3 The leave under this subclause 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 this 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 the period as is certified necessary by a legally qualified 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.

7.4.12.3 Despite any other provisions of this Award, ***part-time*** work under this subclause does not break the continuity of service of an employee.

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 that 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 possible, 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, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.1 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 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 the employee's 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.

CLAUSE 7.5 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 18:05:2007 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*** (including a former spouse, a de facto spouse and a former de facto spouse);

(b) a child or step child (including an adopted child, adult child or ex nuptial child);

(c) a parent or parent in-law;

(d) any other member of the person's household;

(e) a grandparent or grandchild (of the employee or spouse of the employee);

(f) sibling (of the employee or spouse of the employee);

(g) 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 rate 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 requires care by another.

7.5.2.5 In normal circumstances an employee must not take ***personal leave*** 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 the 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 the 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 day (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 7.1.9.

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 01:01:2012 1st pp on or after (cl. 7.6.1)

7.6.1 All ***full-time employees*** and ***part-time employees*** will be paid an additional 100 percent of the appropriate rate, as fixed in Schedule 2, for all time worked on the following public holidays:

New Year's Day, Proclamation Day, Good Friday, the day after Good Friday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour Day, Christmas Day, Australia Day, and any other day which by proclamation may be declared a public holiday or any other day which may be substituted for any day.

All ***casual employees*** working on the public holidays listed in this clause will be paid an additional 100 percent in lieu of the casual loading as prescribed in 4.3.4.2.

7.6.2 If an employer gives notice to an employee that the employee is required to work, and the employee refuses to work, the employee will not be paid for the day, and for the time worked during that week will be paid only for the number of hours actually worked.

7.6.3 When a public holiday falls on a day when the ***full-time*** or ***part-time employee*** would normally work, and the employee is not required to work on the day, the employee will be paid at the ***ordinary hourly rate*** of pay for the public holiday as if the employee had actually worked the number of hours on the day.

7.6.4 In the case of a public holiday falling on the employee's rostered day off see 6.1.7.2.

CLAUSE 7.7 TRADE UNION TRAINING LEAVE

OPDATE 18:05:2007 on and from

7.7.1 **Amount of leave entitlement**

7.7.1.1 Employees, (other than ***casual employees***), will be allowed leave without loss of pay for ordinary working hours (excluding penalty payments) to attend Trade Union Training courses conducted or sponsored by the Trade Union Training Australia.

7.7.1.2 Where, on a premises, an employer employs ***full-time employee***s bound by 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 full-time employees bound by the Award per premises	*Days leave per annum*
Less than 5	Nil
Between 5 and 20	5
Between 21 and 40	10
Over 40	15

7.7.2 **Job Delegates**

7.7.2.1 Subject to 7.7.3.5, employees, (other than ***casual employees***), bound by this Award, who are recognised as job delegates by the employer will be allowed leave without loss of pay for ordinary working hours (excluding penalty payments) up to a maximum of five additional normal working days per annum, (not exceeding ten normal working days in total), to attend trade ***Union*** training courses as described in 7.7.1.1.

7.7.2.2 Leave taken by a job representative pursuant to this subclause which exceeds five normal working days will be deemed as leave taken pursuant to the formula prescribed by 7.7.1.2.

7.7.3 **Entitlement to leave**

7.7.3.1 An application for leave according to this Clause should, when possible, be made eight weeks prior to the date of commencement of the course. If less than four weeks notice is given leave need not be granted.

7.7.3.2 Leave will only be granted where the employer is able to make adequate staffing arrangements during the period of the leave and provided that no disruption is likely to be caused to the carrying on of the employer's business. The onus will rest with the employer to demonstrate inability to grant leave for these reasons.

7.7.3.3 An employee will have completed a period of 12 months service (not including periods of service as a ***casual employee***) with an employer before becoming eligible for the leave.

7.7.3.4 At any one time, no more than one employee of any one establishment of any employer covered by this Award will be on leave according to this Clause unless otherwise agreed.

7.7.3.5 This clause will not bind an employer who employs less than five ***full-time employee***s bound by this Award.

7.7.3.6 The employer will not be liable for any additional cost other than the payment of wages to the employee whilst on leave except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of employees.

7.7.3.7 An application for leave according to this clause will be made in writing by the ***Union*** to the employer and will include the following details:

(a) the name of the employee seeking leave;

(b) period of time for which leave is sought (including daily commencing and finishing times);

(c) title, description and agenda of the course or courses to be attended;

(d) the place or places where the course will be held;

(e) the name of the person or persons conducting the course or courses;

(f) a copy of the syllabus of the course or courses to be attended (if available).

7.7.3.8 Where an employee attending a course according to this Clause is recalled to the employees place of work by the employer because of reasons unforeseen at the time of granting the leave, all the time spent at the course prior to recall will be reinstated as if the leave was not taken.

7.7.3.9 Where an employee fails to attend the course or courses for which leave has been granted by the employer the ***Union*** will notify the employer as soon as possible of the non-attendance and the period of non-attendance. The employer will not be required to make payment for any period of leave granted that is not utilised in the attendance at a course unless the employee can substantiate that the failure to attend the course was due to illness.

7.7.3.10 Employees granted leave will, within fourteen days of completion of the course or courses for which leave was granted, provide to the employer a report outlining the nature of the course and the employee's observations.

7.7.4 **Continuity of service**

Leave taken according to this clause will be counted as continuous leave for all purposes of the Award and for the purposes of the *Long Service Leave Act 1987*.

PART 8 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

CLAUSE 8.1 CLOTHING, EQUIPMENT AND TOOLS

OPDATE 17:05:2013 on and from

8.1.1 If an employer requires an employee to wear a garment distinctive to the employer's establishment, or any part of it, the employer will provide, maintain and (if necessary) launder the garment, which will remain the property of the employer.

PART 9 - AWARD COMPLIANCE AND UNION RELATED MATTERS

CLAUSE 9.1 TIME AND WAGES RECORDS

OPDATE 18:05:2007 on and from

9.1.1 Every employer will keep time records as required by Section 102 of the ***Act***, as follows:

9.1.1.1 Make and keep a true record of the names and addresses of the persons employed by the employer, and the age of every person under 21 years of age employed, and produce the record whenever demanded by an inspector.

9.1.1.2 Keep, or cause to be kept, for a period of six years from the dates of the respective entries therein, a time book or time or wages record. In which, will be entered (whenever practicable) the employee's times of beginning and of ending work on every day. There will also be entered within, at the end of each week, the wages paid. The time book, time or wages record will be signed (wherever practicable) by the employee concerned at the end of each week, and when signed will be the prima facie evidence of the correctness of the contents.

9.1.1.3 Keep, or cause to be kept, a record of annual, sick and long service leave granted to every employee.

9.1.1.4 Produce the time book, time or wages record or record of annual, sick and long service leave for inspection wherever production of it is demanded by an inspector, and allow the inspector to take a copy of any entry in the time book, time or wages record or record of the leave.

9.1.2 Whenever a business, or part of it, is transferred, conveyed or assigned to another employer, the former employer will transmit to the new employer all records concerning leave.

CLAUSE 9.2 POSTING OF AWARD

OPDATE 18:05:2007 on and from

A copy of this Award must be posted by an employer as required by the ***Act***.

CLAUSE 9.3 RIGHT OF ENTRY

OPDATE 01:10:2019 on and from

9.3.1 Subject to this clause, an ***accredited officer*** of the ***Union*** will be permitted to enter an ***employer's premises*** at which one or more members of the ***Union*** are employed for the following purposes:

9.3.1.1 To inspect time books and wages records as the employer is required to keep or cause to be kept at those ***premises*** by Section 102 of the ***Act***.

9.3.1.2 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.

9.3.1.3 If specific complaints of non-compliance with Award or enterprise agreements have been made, interview employees (who are members of the ***Union***) about the complaint.

9.3.2 No right of entry will be exercised under this Clause for any purpose or purposes other than the purposes expressly enumerated in 9.3.1.

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

9.3.3.1 An ***accredited officer*** of the ***Union*** gives at least 24 hours notice to the employer whose ***premises*** are to be entered of that ***accredited officer's*** intention to enter the ***premises*** and states to the employer for which provision of 9.3.1 the right of entry is sought.

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

9.3.4 Unless otherwise agreed, the exercise of any right of entry under this Clause on an ***employer's premises*** will take place during meal or tea breaks except where it is not practicable.

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

9.3.6 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 according to 9.3.1.3).

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

9.3.8 Interviews will either be held in the meal/lunch room on the ***employer's premises*** or at another 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.

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

9.3.10 No ***accredited officer*** of the ***Union*** will exercise the powers conferred by this Clause in a manner as to hinder or obstruct an employee in the carrying out of their duties of employment, or to interfere with the proper carrying on of the employer's business.

9.3.11 **Definitions**

In this clause:

9.3.11.1 ***Accredited officer*** means any representative of the ***Union*** who produces to the employer an authorisation in writing, by the President of the ***Union***, and which authorisation bears a certificate in writing signed by the Registrar of the ***Tribunal***.

9.3.11.2 ***Employer's premises*** or ***premises*** means those premises that are subject to the employer's care and control.

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

SCHEDULE 1 - CLASSIFICATION CRITERIA

OPDATE 01:10:2019 on and from

CLAUSE S1.1 CLASSIFICATION

S1.1.1 **Levels**

S1.1.1.1 Level 1

Level 1 means an employee who has not achieved the ***appropriate level of training*** and who is primarily engaged in one or more of the following:

1. Front office duties such as receptionist, telephonist, cashier, information services, or reservations.

2. Performs basic clerical and routine office duties like collating, filing, photocopying and delivering messages.

3. General clerical duties like typing, basic data entry and calculation functions.

4. Accounts.

5. Night auditing.

S1.1.1.2 Level 2

Level 2 means an employee who has the ***appropriate level of training*** and who is primarily engaged in one or more of the following:

1. Front office duties such as receptionists, telephonist, cashier, information services, or reservations.

2. Clerical and office duties.

3. General clerical duties like typing, basic data entry and calculation functions.

4. Accounts.

5. Night auditing.

S1.1.1.3 Level 3

Level 3 means an employee appointed as such who has the ***appropriate level of training*** and who carries out:

1. General secretarial or stenographic duties.

2. Clerical duties of an advanced nature.

3. Recognised experience in complex duties.

4. May be responsible for guidance of other office personnel, and may check and allocate their work.

5. Is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade(s).

S1.1.1.4 Level 4

Level 4 means an employee appointed as such who has the ***appropriate level of training*** including a supervisors course, and trains, coordinates and supervises the work of front office and/or clerical employees in motels or clubs, or front office employees in a hotel.

S1.1.1.5 Level 5

Level 5 means an employee who has the ***appropriate level of training*** including a supervisors course, and also trains, coordinates and supervises the work of front office or clerical employees in a hotel.

S1.1.2 **Definitions**

S1.1.2.1 ***Appropriate level of training*** means:

1. completion of a training course deemed suitable according to guidelines issued through Tourism Training South Australia for that particular classification, such course to be accredited by the Australian Hospitality Review Panel;

2. that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in S1.1.2.1(1), assessment to be undertaken by a qualified skills assessor as defined by Tourism Training South Australia; or

3. that all employees employed in the industry as defined in Clause 1.3 of the Award, as at 21 September 1994, will be deemed to have the appropriate level of training if they have performed one or more of the duties as set for the Level 2 classification, and have accumulated 2 years service (regardless of the number of hours worked per week) with one or more employers.

CLAUSE S1.2 CLASSIFICATION PROVISIONS

S1.2.1 Each employee will be appointed by the employer to a level in accordance with the classification criteria, and will 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.

S1.2.2 Upon application by an employee or the ***Union***, defined in 1.5 Definitions, the ***Tribunal*** will have the power to determine and appoint the level applicable to an employee and the date the employment will have effect.

S1.2.3 An employer will 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.

SCHEDULE 2 - WAGE RATES

OPDATE 01:07:2026 1st pp on or after
Note: - The wages in this Schedule operated from the first pay period commencing on or after 1 July 2026.

S2.1 Adult employees

The minimum rates of pay for work during ordinary hours work for employees whose classifications are set out below will be:

	Award rate per week $
Level 1	
1st year of ***adult service***	1053.50
2nd & subsequent years of ***adult service***	1072.20
Level 2	
1st year of ***adult service***	1090.40
2nd & subsequent years of ***adult service***	1108.80
Level 3	
1st year of ***adult service***	1148.60
2nd & subsequent years of ***adult service***	1166.80
Level 4	
1st year of ***adult service***	1185.50
2nd & subsequent years of ***adult service***	1203.60
Level 5	
1st year of ***adult service***	1222.10
2nd & subsequent years of ***adult service***	1236.90

The above rates are calculated to the nearest 10 cents per week, less than 5 cents to go to the lower amount and 5 cents or more to go to the higher amount.

S2.2 Junior employees

Juniors will be paid on the basis of the following percentages of the 1st year of ***adult service*** of Level 1, 2 or 3, whichever is appropriate to the work the junior is performing.

Years of age	*% of Appropriate Level, 1st Year*
At 16 years and under	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

S2.3 Calculation of rates

The weekly rates in S2.1 and S2.2 are calculated to the nearest 10 cents per week, less than 5 cents to go to the lower amount and 5 cents or more to go to the higher amount.

S2.4 Definitions

S2.4.1 ***Clerk*** will be deemed to mean any person covered by this Award.

S2.4.2 Adult service

S2.4.2.1 In the case of an employee who commenced work (a) prior to 17 June 1974, includes any ***adult service*** in a classification in the industry covered by this Award; or

S2.4.2.2 In the case of an employee who commenced work on or after 17 June 1974, includes any ***adult service*** as a ***clerk*** within the industry of clerks, except in the event that an employee who has had a continuous break of service for five years or more and the ***Tribunal***, on the application of an employer bound by this Award, has determined the ***adult service*** will be less.

S2.4.3 ***Year of service*** means year of service in that level. Provided that where an employee is promoted from one level to another, and the wage which was applicable to the year of service is a wage in the new level, the employee will be deemed to be in the year of service in the new group applicable to that wage and will be deemed to have been in that year of service for the period that the employee was entitled to that wage, not exceeding 12 months.

S2.5 Absorption of 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.

S2.6 Wage relativities

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).

S2.7 **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 01:07:2026 1st pp on or after (cl. S3.1 & S3.3)
OPDATE 20:12:2009 1st pp on or after (cl. S3.2)

S3.1 **First aid allowance**

The allowance prescribed in clause 5.7 is $4.75 per day.

S3.2 **Meal allowance**

The allowance prescribed in 6.3.7 is $14.35 per meal.

S3.3 **Broken work allowance**

The allowance for broken work times as set out in clause 6.1.8 of the Award is $6.90 per week.

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:

Accredited assessor means a person accredited by the management unit established by the Commonwealth under the ***Supported Wage System*** to perform assessments of an individual's productive capacity within the ***Supported Wage System***.

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

Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the ***Social Security Act 1991***, as amended from time to time, or any successor to that scheme.

Supported Wage System means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

CLAUSE S4.2 ELIGIBILITY CRITERIA

S4.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a ***Disability Support Pension***.

S4.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.

S4.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the ***Disability Services Act 1986*** (as amended) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a ***Disability Support Pension*** in accordance with the requirements of the ***Disability Services Act 1986*** (as amended) and the Standards contained therein, as amended from time to time.

CLAUSE S4.3 SUPPORTED WAGE RATES

S4.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause S4.4)	*% of prescribed Award rates*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S4.3.2 Provided that the minimum amount payable will not be less than $117.44 per week.

S4.3.3 Where a person's assessed capacity is 10% they will 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, will be lodged by the employer with the Registrar of the South Australian Employment Tribunal.

S4.5.2 All ***assessment instruments*** will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

CLAUSE 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 will 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 this Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro rata basis.

CLAUSE S4.8 WORKPLACE ADJUSTMENT

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

CLAUSE S4.9 TRIAL PERIOD

S4.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

S4.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

S4.9.3 The minimum amount payable to the employee during the trial period will not be less than $117.44 per week.

S4.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.

S4.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause 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 Clerks Adelaide Entertainments Corporation Award Training Wage Arrangements Schedule.

CLAUSE S5.2 ARRANGEMENT

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

CLAUSE S5.3 APPLICATION

S5.3.1 This Schedule shall apply to persons:

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

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

This Schedule only applies to AQF IV ***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 Clerks Adelaide Entertainments Corporation 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.

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, of this Schedule.

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

S5.7.3 Termination of employment of ***Trainees*** is dealt with in the ***Training Agreement***, or the ***Act***. An employer initiating such action shall give written notice to the ***Trainee*** at the time the action is commenced and to the ***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 S5.8.4, S5.8.5 and S5.8.6 of this Schedule 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)

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

Table 2: School based Traineeships ($ per hour)

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

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

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

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

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

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

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

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

S5.11.3.3 Where the ***Approved Training*** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (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:

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

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

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

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

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

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

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

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

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

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

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

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

So the wage rate in year 11 is:

$$\$461.00 \times \frac{15 - 3.8}{30.4} = \$169.84 \text{ (plus any applicable penalty rates under the Award)}$$

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

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

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

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

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

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

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

Training package	*Certificate level*
Administration	I
	II
	III
Assessment and Workplace Training	III
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
National Public Services	II
	III
Public Services	II
	III
Telecommunications	II
	III

Wage Level B

Training package	*Certificate level*
Asset Maintenance	II
	III
Asset Security	I
	II
	III

Public Safety	II

Wage Level C

Training Package	*Certificate Level*
Nil	

Part B, Old Traineeships Titles and Wage Levels

Wage Level A

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

Wage Level B

Computer Assembly

Wage Level C

Nil

SECTION B

Traineeship schemes excluded from this Award

Nil

APPLICATIONS FILED

Case No	*Description*
2314/2010	AWARD REVIEW S99 Award varied. Cl. 1.1 Title changed FROM Clerks (Clubs, Hotels and Motels) Award TO SA Public Sector Clerks Adelaide Entertainments Corporation Award; Cl. 1.3 Scope, Persons Bound & Locality; Cl. 1.4 Commencement Date of Award & Duration; Cl. 8.1 Clothing, Equipment & Tools. Opdate 17/05/2013.
3092/2013	AWARD VARIATION Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2013. Opdate ppc 01/07/2013.
4451/2014	AWARD VARIATION Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2014. Opdate ppc 01/07/2014.
6492/2015	AWARD VARIATION Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2015. Opdate ppc 01/07/2015.
3229/2016	AWARD VARIATION Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2016. Opdate ppc 01/07/2016.
3375/2017	AWARD VARIATION Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2017. Opdate ppc 01/07/2017.
4408/2018	AWARD VARIATION Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, 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 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2019. Opdate ppc 01/07/2019.
ET-19-00718	s99 REVIEW OF AWARD Award varied. Cl. 1.3 Scope, Persons Bound and Locality; Cl. 1.5 Definitions; Cl. 3.2 Dispute/Grievance Avoidance/Settling Procedures; Cl. 4.1 Anti-Discrimination; Cl. 4.5 Redundancy; Cl. 4.6 Transmission; Cl. 6.1 Hours of Work; Cl. 7.2 Personal Leave – Injury and Sickness; Cl. 7.4 Parental Leave; Cl. 9.3 Right of Entry; Sch. 1 Classification Provisions; Sch. 2 Wage Rates (re Economic Incapacity Applications); Sch. 4 Supported Wage Provisions (S4.2 & S4.5); Sch. 5 Training Wage Arrangements (S5.5 & S5.10). Opdate 01/10/2019.
ET-21-00552	AWARD VARIATION Award varied. Sch. 2 Wage Rates, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2020 (wages). Opdate ppc 01/07/2020.

ET-21-00552 AWARD VARIATION
Award varied. Sch. 3 Allowances re SWC 2020 (allowances). Opdate ppc 01/07/2020.

ET-22-00821 AWARD VARIATION
Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2021. Opdate ppc 01/07/2021.

ET-23-00803 AWARD VARIATION
Award varied. Sch. 2 Wage Rates, Sch. 3 Allowances, 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 Wage Rates, Sch. 3 Allowances, 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 Wage Rates, Sch. 3 Allowances, 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 Wage Rates, Sch. 3 Allowances, 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 Wage Rates, Sch. 3 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2026. Opdate ppc 01/07/2026.