SOUTH AUSTRALIAN GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES (METAL TRADES) AWARD 2007

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. AWARD TITLE

OPDATE 01:04:2007 on and from
This Award is entitled the South Australian Government Departments and Instrumentalities (Metal Trades) Award 2007.

CLAUSE 2. ARRANGEMENT

OPDATE 01:10:2019 on and from
This Award is arranged as follows:

Clause no. Title

Part 1 - Application and operation of Award

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of Award and period of operation
6. Coverage of Award
7. Parties bound
8. Persons, organisations, industries and employers exempted from coverage
9. Relationship with other Awards

Part 2 - Enterprise flexibility

10. Enterprise flexibility
11. Facilitative provisions

Part 3 - Consultation and dispute resolution

12. Consultative mechanism and procedures
13. Dispute resolution procedure

Part 4 - Employment relationship

14. Employer and employee duties
15. Employment categories
16. Notice of termination
17. Absence from duty
18. Deleted

Clause no. Title

Part 5 – Rates of pay and related matters

19. Classifications and rates of pay
20. Apprentice rates of pay
21. Adult apprentice rates of pay
22. Allowances and special rates
23. Extra rates not cumulative
24. Payment of wages

Part 6 - Hours of work, shift work, meal breaks and overtime

25. Ordinary hours of work
26. Special provisions for shift workers
27. Meal breaks - ordinary hours of duty
28. Overtime

Part 7 - Types of leave and public holidays

29. Annual leave
30. Personal leave
31. Bereavement leave
32. Parental leave
33. Long service leave
34. Jury service
35. Public holidays
36. Supported wage system
37. Redundancy

Schedules

Sch. A Classification level definitions
Sch. B Adult wage rates

CLAUSE 3. ANTI-DISCRIMINATION

OPDATE 01:10:2019 on and from

3.1 It is the intention of the parties to this award to achieve the principal object in section 3(m) of the *Fair Work Act 1994* 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.

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

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

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

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

3.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission;

3.4 Nothing in this clause is to prevent:

3.4.1 A matter referred to in 3.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;

3.4.2 A matter referred to in 3.1 from being a reason for terminating a person's employment as a member of staff of an institution that is conducted in accordance with the doctrines, tenet, 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. DEFINITIONS

OPDATE 01:04:2007 on and from

4.1 ***Adult apprentice*** means a person of 21 years of age or over at the time of entering into an indenture or training agreement as provided for in 15.6.

4.2 ***Civil engineering construction work*** means and includes all work performed on the site of a civil engineering construction project in the construction, alteration, repair or maintenance of roads, reservoirs, locks, wharves, jetties, pipelines, water and sewerage, mains and services, drainage works, or other civil engineering works, irrigation and reclamation work and forestry operations. It does not include work in, around, and/or adjacent to a workshop, depot, yard, pumping station, treatment works, port installation, camp headquarters, or other similar departmental establishment.

4.3 ***Confined space*** means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes the following spaces:

4.3.1 In the case of a ship, inside complete tanks, chain lockers and peaks, under engine beds, under engine room and stockhold floors, or under or inside boilers;

4.3.2 In other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

4.4 ***Sunday*** means all the time between midnight Saturday and midnight Sunday.

4.5 How to calculate the leave entitlement

4.5.1 Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:

in a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers leave).

long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an employee will count as time worked.

any interruption or termination of the employment by the employer which has been made with the intention of avoiding obligations under this clause.

4.5.2 Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this award include:

any absence with reasonable cause, proof of which shall be upon the employee.
any leave without pay taken with the agreement of the employer.

parental leave.

4.5.3 Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmittor or any prior transmittor shall be deemed to be service with the transmittee and taken into account when calculating annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

CLAUSE 5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

OPDATE 01:04:2007 on and from

This Award operates from 1 April 2007. Prior to this date the parties bound by this Award were bound by an award made under the *Workplace Relations Act 1996 (Cwth)*. On 1 April 2007 the *Statutes Amendment (Public Sector Employment) Act 2006* was proclaimed. Pursuant to clause 2(5) of Schedule 1 – Transitional Provisions of this Act, a State award is taken to be created under the *Fair Work Act 1994* with the same terms and conditions as the award made under the *Workplace Relations Act 1996 (Cwth)*. The terms of the newly created award under the *Fair Work Act 1994* were confirmed by the parties in proceedings before the Industrial Relations Commission (SA) on 23 May 2007.

CLAUSE 6. COVERAGE OF AWARD

OPDATE 01:04:2008 on and from (s 99 review – title only)

This Award will apply throughout the State of South Australia in the metal working and engineering and fabricating industries within the Departments and Instrumentalities of the Government of South Australia. Coverage of the award extends to every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing industries.

CLAUSE 7. PARTIES BOUND

OPDATE 01:10:2019 on and from

This Award is binding upon:

7.1 the following organisations of employees, their officers and members:

- The Amalgamated AWU (S.A.) State Union.
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- The Electrical Trades Union of Australia – South Australia Branch.

7.2 The South Australian Government Departments and Instrumentalities named as follows in respect of their employees employed on work covered by this Award whether members of the organisations mentioned in 7.1 or not:

- Her Majesty the Queen in right of the State of South Australia
- Department for Health and Wellbeing
- Flinders Medical Centre
- Intellectual Disability Services Council
- Julia Farr Services
- Mount Gambier & Districts Health Service
- Noarlunga Health Services
- Port Augusta Hospital & Regional Health Services
- Port Lincoln Health Services

- Port Pirie Regional Health Service
- Royal Adelaide Hospital
- The North Western Adelaide Health Service
- The Whyalla Hospital & Health Services
- Women's and Children's Hospital
- South Australian Water Corporation
- South Australian Metropolitan Fire Service

CLAUSE 8. PERSONS, ORGANISATIONS, INDUSTRIES AND EMPLOYERS EXEMPTED FROM COVERAGE

OPDATE 01:04:2007 on and from

This Award will not be binding upon Her Majesty the Queen in right of the State of South Australia with respect to any employees of the South Australian Ports Corporation.

CLAUSE 9. RELATIONSHIP WITH OTHER AWARDS

OPDATE 01:10:2019 on and from

9.1 This Award wholly supersedes the Metal Trades (South Australian Government Departments and Instrumentalities) Award 1985 - Part I but no right, obligation or liability accrued or incurred under that award or variations to it will be affected by such supersession.

9.2 This Award should be read in conjunction with:

- in respect of Long Service Leave - *The Public Sector Act 2009* (as amended) and Commissioner's Determination 3.1 – Leave (as amended from time to time);
- *Southern State Superannuation Act 1993* (as amended).

PART 2 - ENTERPRISE FLEXIBILITY

CLAUSE 10. ENTERPRISE FLEXIBILITY

OPDATE 01:10:2019 on and from

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process will apply:

10.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.

10.2 For the purpose of the consultative process the employees may nominate the Union or Unions bound by this award, or other representative, to represent them.

10.3 Where agreement is reached an application will be made to the Tribunal.

CLAUSE 11. FACILITATIVE PROVISIONS

OPDATE 01:04:2007 on and from

11.1 Agreement to vary Award provisions

11.1.1 This Award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in 11.2, 11.3 and 11.4.

11.1.2 The specific Award provisions establish both the standard Award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this Award.

11.2 Facilitation by individual agreement

11.2.1 The following facilitative provisions can be utilised upon agreement between employer and an employee provided that the agreement complies with 11.2.2, 11.2.3 and 11.2.4:

Subject matter	*Clause number*
Meal break	27.5

11.2.2 The agreement reached must be recorded in the time and wage record kept by the employer in accordance with section 102 of the *Fair Work Act 1994*.

11.2.3 If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.

11.2.4 The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

11.3 Facilitation by majority or individual agreement

11.3.1 Subject to 11.3.2 and 11.3.3, the following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it or, the employer and an individual employee.

Subject matter	*Clause number*
Variation to spread of hours for day workers	25.1.3
Methods of arranging ordinary working hours	25.4.1 and 25.4.2
Working in excess of five hours without a meal break	27.1.2
Substitution of public holidays	26.4.5

11.3.2 Majority agreement

Where agreement has been reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in 11.3.1, the employer may not implement that agreement unless it complies with 11.2.2, 11.2.3 and where specified 11.5.

11.3.3 Individual agreement

Where no agreement has been sought by the employer with the majority of employees in accordance with 11.3.2, the employer may seek to reach agreement with individual employees in the workplace, and such agreement will be binding on individual employees provided it complies with 11.2.2 and 11.2.3. Provided that the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

11.4 Facilitation by majority agreement

11.4.1 The following facilitative provisions may only be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it.

Subject matter	*Clause number*
Ordinary hours of work, continuous shift workers	25.2.3
Ordinary hours of work, non-continuous shift workers	25.3.2
12 hour shifts	25.4.3
Public holiday shifts	26.4.4

11.4.2 Where agreement has been reached with the majority of employees in the workplace, or a section or sections of it, to implement a facilitative provision in 11.4.1, that agreement will be binding on all such employees, provided the requirements of 11.2.2, 11.2.3, 11.2.4 and where specified 11.5 have been met.

11.5 Additional safeguard

11.5.1 An additional safeguard applies to:

Subject matter	*Clause number*
Ordinary hours of work, continuous shift workers	25.2.3
Ordinary hours of work, non-continuous shift workers.	25.3.2

11.5.2 The additional safeguard requires that the unions which are party to the award and which have members employed at an enterprise covered by the award will be informed by the employer of the intention to use the facilitative provision and will be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

11.6 Majority vote at the initiation of the employer

A vote of employees in the workplace, or a section or sections of it, taken in accordance with 11.3 or 11.4, to determine if there is majority employee support for implementation of a facilitative provision, will be of no effect, unless taken with the agreement of the employer.

11.7 Dispute over facilitation

In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in clause 13 – Dispute resolution procedure.

PART 3 - CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 12. CONSULTATIVE MECHANISM AND PROCEDURES

OPDATE 01:04:2007 on and from

12.1 At each enterprise covered by this award the employer and employees and, if appropriate an appropriate representative including a trade union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award, in particular clauses 10 – Enterprise flexibility, 11 – Facilitative provisions and 13 – Dispute resolution which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

12.2 The employer will permit a notice board to be erected in the plant, or each part of a plant, to facilitate communication between employees and/or their union representatives.

CLAUSE 13. DISPUTE RESOLUTION PROCEDURE

OPDATE 01:10:2019 on and from

13.1 A procedure for the avoidance or resolution of disputes will apply in all enterprises covered by this award. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:

13.1.1 The employee(s) concerned will first meet and confer with their immediate supervisor. The employee(s) may appoint another person to act on their behalf including a shop steward or delegate of their union.

13.1.2 If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official or other employee representative to be involved in the discussions. The employer may also invite into the discussions an officer of the Department of Treasury and Finance.

13.1.3 If the matter remains unresolved, the employer may refer it to a more senior level of management as well as a representative of the Department of Treasury and Finance. The employee may invite a more senior union official or other employee representative to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties will jointly or individually refer the matter to the South Australian Employment Tribunal for assistance in resolving the matter.

13.1.4 To facilitate the above procedure a shop steward / delegate or other employee representative will be allowed a reasonable period of time during working hours to interview the employee(s), the supervisor and where appropriate the duly accredited union official of the union to which they belong.

13.2 In order to facilitate the procedure in 13.1:

13.2.1 The party with the grievance must notify the other party at the earliest opportunity of the problem.

13.2.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

13.2.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

13.2.4 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this award and their contract of employment unless the employee has a reasonable concern about an imminent risk to their health and safety. Subject to relevant provisions of any State or Territory work health and

safety law, even if the employee has a reasonable concern about an imminent risk to their health or safety, the employee must not unreasonably fail to comply with a direction by the employee's employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

PART 4 - EMPLOYMENT RELATIONSHIP

CLAUSE 14. EMPLOYER AND EMPLOYEE DUTIES

OPDATE 01:04:2007 on and from

14.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

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

14.3 Any direction issued by an employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

CLAUSE 15. EMPLOYMENT CATEGORIES

OPDATE 01:10:2019 on and from

15.1 Full-time employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

15.2 Casual employment

A casual employee is to be employed by the hour. A casual employee for working ordinary time will be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly award wage prescribed by this award for the work which they perform plus a casual loading of twenty five percent. The casual loading constitutes part of the casual employees all purpose rate.

15.3 Part-time employment

15.3.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which will average less than 38 hours per week

15.3.2 The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

15.3.3 Public holidays

Where the part-time employee's normal paid hours fall on a public holiday prescribed in this award and work is not performed by the employee, such employee will not lose pay for the day. Where the employee works on the holiday, such employee will be paid in accordance with this award.

15.4 Employment for a specific period of time or a specific task or tasks

15.4.1 An employee may be engaged on a full time or part time basis for a specific period of time or for specific task(s).

15.4.2 The details of the specific period of time or specific task(s) will be set out in writing and retained by the employer. The employer will provide a copy to the employee.

15.4.3 An employee engaged in accordance with 15.4.1 is for all purposes of the award a full-time or part-time employee, except where otherwise specified in this award.

15.4.4 Service under a contract of employment for a specific period of time or specific task(s) will form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

15.5 Apprentices

15.5.1 The terms of this Award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by the Accreditation and Registration Council. Subject to appropriate State legislation, the employer will not employ an unapprenticed junior in a trade or occupation provided for in this clause.

15.5.2 Every contract of apprenticeship must be made in accordance with the *Training and Skills Development Act 2008* (as amended).

15.5.3 Where it is consistent with State Legislation, an apprentice may be engaged under a Training Agreement approved by the Accreditation and Registration Council, provided the qualification outcome specified in the Training Agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the Manufacturing, Engineering and Related Services Industry Training Advisory Body (MERSITAB) and endorsed by the National Training Framework Committee or, is consistent with the electrical trades qualification established for apprenticeship from within a Utilities ITAB Training Package endorsed by the National Training Framework Committee.

15.5.4 Subject to 15.1 an apprenticeship may be undertaken in any of the following trades:

Automotive electrician

- Bodymaker, 1st class
- Boilermaker and/or structural steel tradesman, and/or welder - 1st class
- Electrical fitter and/or armature winder (except the winding of armatures by specialised processes)
- Electrical mechanic
- Fitter and/or turner
- Locksmith - making and/or repairing locks including those of safes and strong room doors but not including the making of parts by specialised processes and the assembling thereof
- Machinist - 1st and 2nd class
- Motor mechanic
- Moulder and/or coremaker - jobbing
- Panel beater
- Patternmaker
- Refrigeration mechanic or serviceperson
- Scientific instrument maker
- Sheet metal worker - 1st class
- Shipwright
- Smithing - blacksmith
- Tradesperson, radio

- Trimmer, tradesperson
- Welder - special class.

15.5.5 In order to undertake trade training in accordance with 15.5.3 and 15.5.4 a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the Apprenticeship Authority or State legislation. The employer will provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.

15.5.6 An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.

15.5.7 The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but must not exceed three months. If apprenticed, this period will count as part of the period of apprenticeship.

15.5.8 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct will be reimbursed all fees paid by them.

15.5.9 Except as provided in this clause or where otherwise stated all conditions of employment specified in the award will apply to apprentices. The ordinary hours of employment of apprentices will not exceed those of the relevant tradesperson.

15.5.10 Subject to 15.5.14 the period of apprenticeship will be four years.

15.5.10(a) The period may be varied with the approval of the Apprenticeship Authority provided that any credits granted will be counted as part of the apprenticeship for the purpose of wage progression under clause 20 – Apprentice rates of pay.

15.5.10(b) Further the period may be varied to such other period as is approved by an Apprenticeship Authority on the basis of an approved competency based training program.

15.5.10(c) The wage rates mentioned in clause 20 – Apprentice rates of pay may be varied with the approval of the relevant parties to this award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.

15.5.11 No apprentices under the age of eighteen years will be required to work overtime or shift work unless they so desire. No apprentice will, except in emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.

15.5.12 No apprentice will work under a system of payment by results.

15.5.13 Lost time

Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours will be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

15.5.14 Transition provisions

Any person engaged as an apprentice at the date this award commenced operation will be deemed to be an apprentice for all purposes of this award until the completion or cancellation of their apprenticeship contract.

15.5.15 Additional provisions for specific trades

The following additional provisions apply in relation to apprenticeships in the trades specified below:

- Automotive electrician
- Boilermaker and/or structural steel tradesman and/or welder - 1st class
- Electrical fitter and/or armature winder (except the winding of armatures by specialised processes)
- Electrical mechanic
- Fitter and/or turner
- Locksmith - making and/or repairing locks including those of safes and strong room doors but not including the making of parts by specialised processes and the assembling thereof
- Machinist - 1st and 2nd class
- Motor mechanic
- Panel beater
- Patternmaker
- Refrigeration mechanic or serviceman
- Scientific instrument maker
- Sheet metal worker - 1st class
- Smithing - blacksmith
- Tradesperson, radio
- Welder - special class

15.5.16 A contract of apprenticeship may be made in accordance with this clause where the employer is more than one employer.

15.5.17 If an apprentice, when indentured, has attained the educational standard as indicated in this clause, and has the necessary vocational aptitude for training in the trade concerned, the employer will, subject to the approval of the Accreditation and Registration Council, grant a credit towards the four year term as follows:

Standard	*Credit*
Passed year 10 school year examination including passes in a mathematics and a science subject	6 months
Completed year 11 school year, including study at that level of a mathematics and a science subject	6 months
Taken year 11 school year examination with passes in a mathematics and a science subject at that level	12 months

15.5.18 If an apprentice, when indentured has had experience relevant to the trade concerned, which together with their educational qualifications fits the apprentice to undertake the training mentioned in 15.5.19, the apprentice will be granted such credit towards the four year term as the Accreditation and Registration Council determines appropriate, having regard to their trade experience and educational standard.

15.5.19 An apprentice to whom 15.5.17 and 15.5.18 apply will undertake, as early as practicable in the first year of apprenticeship, a period of twenty weeks of full day continuous training in a technical school or college designed for apprentices covered by those subclauses and a subsequent period of 320 hours of training in a similar technical school or college during the remainder of their apprenticeship.

15.5.20 Where an apprentice who received a credit towards the term of four years pursuant to 15.5.17 and 15.5.18 fails, in the opinion of the Accreditation and Registration Council to make satisfactory progress, the apprenticeship authority may require the apprentice to serve such additional period as it determines, not exceeding the amount of the credit.

15.5.21 For the purpose of determining wages payable to an apprentice, the credit to which an apprentice is entitled or granted pursuant to this clause will be counted as part of the apprenticeship term completed.

15.5.22 The total period of training required to be undertaken pursuant to 15.5.20 which is to be performed during ordinary working hours will not be less than the hours of training required to be performed during ordinary working hours by the provisions from time to time in force of any statute, award, or regulation relating to the attendance of apprentices at technical school, provided however that the period of twenty weeks training will be undertaken during ordinary working hours.

15.6 Trainees

The parties to this award will observe the terms of the National Training Wage Award 1994, as amended.

15.7 Unapprenticed juniors

The terms of this award apply to unapprenticed juniors except where otherwise stated or where special provisions are stated to apply.

CLAUSE 16. NOTICE OF TERMINATION

OPDATE 01:10:2019 on and from

16.1 Notice of termination by employer

16.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	*Period of notice*
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

16.1.2 In addition to the notice in 16.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

16.1.3 Payment in lieu of the prescribed notice in 16.1.1 and 16.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

16.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

16.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

16.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

16.1.4(c) any other amounts payable under the employee's contract of employment.

16.1.5 The period of notice in this clause does not apply:

16.1.5(a) in the case of dismissal for serious misconduct;

16.1.5(b) to apprentices;

16.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

16.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

16.1.5(e) to casual employees.

16.1.6 Continuous service is defined in clause 4.5.

16.2 Notice of termination by an employee

16.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

16.2.2 If an employee fails to give the notice specified in 16.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 16.1.4.

16.3 Job search entitlement

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

16.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in Clause 37 Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

16.5 Abandonment of employment

16.5.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer will be evidence that the employee has abandoned his or her employment.

16.5.2 Provided that if within a period of 14 days from the employees last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that they were absent for reasonable cause, they will be deemed to have abandoned their employment and the notice period provided in 16.2 will not apply.

16.5.3 Termination of employment by abandonment in accordance with this subclause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

CLAUSE 17. ABSENCE FROM DUTY

OPDATE 01:04:2007 on and from
Unless a provision of this award states otherwise (eg. sick leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

CLAUSE 18.

OPDATE 01:04:2007 on and from
Deleted.

PART 5 – RATES OF PAY AND RELATED MATTERS

CLAUSE 19. CLASSIFICATIONS AND RATES OF PAY

OPDATE 01:04:2007 on and from

19.1 Rates of pay for adult employees

An adult employee of the level/classification specified in the table set out in Appendix A – Classifications and levels (other than an apprentice or Trainee) will be paid at the wage rate per week assigned to that level/classification as set out in Schedule B – Adult Wage Rates.

19.2 Metal trades certification

The format for the National Metal Trades Certification is not yet fully developed. When these certificates are finalised some adjustment may be necessary to the training requirements currently expressed in the classification definitions contained in Appendix A of this Part of the award. Such adjustments may relate to the titles of the course and/or the percentages that have been expressed in conjunction with them.

19.3 Mixed functions

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

CLAUSE 20. APPRENTICE RATES OF PAY

OPDATE 01:07:2026 on and from

20.1 The minimum weekly rate of wage for apprentices will be the undermentioned percentages of the ordinary weekly wage payable to employees in the appropriate wage group of this Part of the award and in all contracts of apprenticeship hereafter the employer will covenant to pay wages of not less than such rates:

Four year term	*Percentage of weekly rate prescribed for Wage Group M10*
First year	42
Second year	55
Third year	75
Fourth year	88

20.2 The total wages of apprentices will be calculated to the nearest five cents, any broken part of five cents in the result not exceeding three cents to be disregarded.

20.3 The sum of $10.20 per week will be added to the above rates in the case of apprentice patternmakers.

20.4 The sum of $10.20 per week will be added to the above rates in the case of apprentices engaged on ship repairs. Provided that where an apprentice is, for a period of one half a day or longer, away from his place of employment for the purpose of receiving tuition, the amount prescribed will be decreased proportionately.

20.5 An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the apprentice has been apprenticed will be paid at not less than the adult rate prescribed for that classification.

CLAUSE 21. ADULT APPRENTICE RATES OF PAY

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

21.1 Where a person was employed by an employer party to this Award immediately prior to becoming an adult apprentice in accordance with this Award, such person will not suffer a reduction the rate of pay by virtue of becoming indentured.

21.2 For the purpose of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.

21.3 Subject to 21.1, the rate of pay of an adult apprentice will be the State Minimum Award Wage of $1023 per week or the rate prescribed by Clause 20 – Apprentice Rates of Pay for the relevant year of apprenticeship, whichever is the greater.

CLAUSE 22. ALLOWANCES AND SPECIAL RATES

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

22.1 All-purpose allowances

The following allowances will apply for all purposes of the award.

22.1.1 Disabilities Allowance, Unit 23 - Department of Administrative and Information Services

Employees of Unit 23 in the Department of Administrative and Information Services will be paid, in lieu of the rates prescribed in 22.3 an allowance at the rate of $44.80 per week, for all purposes of the award, except shift premiums.

22.1.2 Electrical Tradesperson, Corrosion Section SA Water Corporation

An electrical tradesperson who successfully completes the corrosion prevention subject of the mechanical engineering and mechanical drafting certificate course at the Regency Park Community College and who is required to apply the knowledge gained there from in the course of the employee's normal duties will paid an allowance at the rate of $18.35 per week.

22.1.3 Leading Hands/Team Leader and Responsible Tradesperson

22.1.3(a) An employee who is appointed or who performs mixed functions in a higher classification as a leading hand/team leader or responsible tradesperson (as defined in the classification level definitions Schedule A – Classification level definitions) will be paid in accordance with the higher classification level.

22.1.3(b) An employee substantively employed at level M3 and who, in addition to their normal duties, performs team leader or responsible tradesperson duties (as defined in the classification level definitions Schedule A – Classification level definitions) will be paid an allowance of $24.70 per week.

22.1.3(c) Where an employee performs team leader activities for eleven or more employees such employee will be entitled to an additional amount of $21.80 per week.

22.1.4 Lift Work Allowance

22.1.4(a) Metal tradespersons and their assistants employed by the Department of Administrative and Information Services who are engaged on the maintenance, repairing and servicing of lifts, escalators, power-driven doors, cranes and window-washing equipment, other than in the employer's workshop, will be paid an amount of $178.90 per week as a lift work allowance in consideration of the peculiarities and disabilities associated with such work and in recognition of the fact that employees engaged in such work may be required to perform or assist to perform as the case may be, any of such work.

22.1.4(b) Apprentices will be paid the following proportion of the lift work allowance as prescribed in 22.1.4(a)

	Percentage
During first year of apprenticeship	42
During second year of apprenticeship	55
During third year of apprenticeship	75
During fourth year of apprenticeship	88

22.1.4(c) An employee in receipt of the lift work allowance prescribed by 22.1.1 and 22.1.2 will not be entitled to any of the special rates prescribed in 22.3.

22.1.4(d) An employee not normally engaged on work as defined in 22.1.4(a), who from time to time is required to perform work prescribed by 22.1.4(a), will in respect of such work, be entitled to payment for portion of the lift work allowance prescribed by this clause in accordance with the provisions of 19.3.

22.1.4(e) The lift work allowance prescribed by 22.1.4(a) and 22.1.4(b) will be paid for all purposes of this award.

22.1.4(f) An electrical tradesperson after carrying out work away from a workshop in connection with the maintenance, repairing and servicing of lifts, escalators, power-driven doors, cranes and window-washing equipment for a period of not less than two years will be classified as electrician - special class.

22.1.5 Maintenance Van Allowance, Department of Administrative and Information Services

22.1.5(a) Tradespersons employed in the District Units of the Department of Administrative and Information Services who are required to drive departmental maintenance vans will be paid an allowance at the rate of $24.90 per week.

22.1.5(b) This allowance will also be applicable to electricians employed at the Netley workshop when they are required to drive and be responsible for the departmental maintenance van having maker's capacity of four tonnes and over.

22.1.6 Tool Allowance - Tradespersons and Apprentices

22.1.6(a) Except as provided elsewhere in this clause tradespersons will be paid the following allowance for supplying and maintaining tools ordinarily required in the performance of their work as tradespersons:

	Per week *$*
Tradespersons (other than working as shipwrights)	13.00
Working as shipwrights	14.30

22.1.6(b) This allowance will not apply to the following employees:

Employers who had a practice prior to the making of this award of providing all tools required by tradespersons or apprentices in the performance of their work are entitled to continue this practice.

22.1.6(c) This allowance will apply to apprentices on the same percentage basis as set out in 20.1.

22.1.6(d) 22.1.6(a) does not cover the following; all necessary power tools, special purpose tools, precision measuring instruments and, for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.

22.1.6(e) Tradespersons or apprentices will replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

22.2 Other allowances - not all purpose

22.2.1 Case Hardened Prescription Lenses

An employer who requires an employee to have their prescription lenses case hardened will pay for the cost of such case hardening.

22.2.2 Re-imbursement for damage to clothing, spectacles, hearing aids and tools

22.2.2(a) Re-imbursement must be paid to the extent of the damage sustained where, in the course of the work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The employer's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the employee's duties. Re-imbursement is not payable if an employee is entitled to workers' compensation in respect of the damage.

22.2.2(b) An employee shall be reimbursed by his employer to a maximum of $1,147.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer’s direction in a room or building on the employer’s premises, job or workshop or in a lock-up as provided or if the tools are lost or stolen while being transported by the employee at the employer’s direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness. Provided that an employee transporting his own tools shall take all reasonable care to protect those tools and prevent their theft or loss.

22.2.2(b)(i) Where an employee is absent from work because of illness or accident and has advised the employer as required, the employer will ensure that the employee's tools are securely stored during his absence.

22.2.2(b)(ii) Provided that for the purpose of this subclause:

- only tools used by the employee in the course of this employment will be covered by this subclause;
- the employee will, if requested to do so, furnish the employer with a list of tools so used;
- reimbursement will be at the current replacement value of new tools of the same or comparable quality; and
- the employee will report any theft to the police prior to making a claim on the employer for replacement.

22.2.3 First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body will be paid a weekly allowance of $22.70 if appointed by their employer to perform first aid duty.

22.2.4 Industry Allowance, Department of Administrative and Information Services

22.2.4(a) In addition to the rates of pay prescribed by Schedule B, an employee (other than an apprentice, unapprenticed junior or an employee of Unit 23) employed in the Department of Administrative and Information Services will except as set out in 22.2.4(c) be paid an industry allowance at the rate of $30.60 per week to compensate for the following disabilities associated with the work undertaken away from the workshop, depot or other similar departmental establishment:

- climatic conditions when working in the open on all types of work
- the physical disadvantage of having to climb stairs or ladders
- dust blowing in the wind on construction sites
- sloppy or muddy conditions
- dirty conditions
- drippings from newly poured concrete
- the disability of working on all types of scaffolds other than a single plank or bosun's chair
- the lack of usual amenities associated with factory work
- all other present disabilities not specifically compensated or allowed for by any other provisions of this award.

22.2.4(b) An apprentice or unapprenticed junior who works in circumstances which would entitle a tradesman to the industry allowance prescribed in 22.2.4(a), will be paid the following proportion of that allowance:

22.2.4(b)(i) Apprentices Percentage

	Percentage
During first year of apprenticeship	42
During second year of apprenticeship	55
During third year of apprenticeship	75
During fourth year of apprenticeship	88

22.2.4(b)(ii) Unapprenticed Juniors Percentage

	Percentage
16 years of age	45
17 years of age	55
18 years of age	65
19 years of age	78.5
20 years of age	93

22.2.4(c) Where an employee is engaged on a construction project on which building trade employees have been, are or will be working and have been, are or will be receiving an industry allowance of $40.85 per week, such employee will be paid that amount in lieu of the allowance prescribed in 22.2.4(a).

22.2.4(d) Employees whilst in receipt of the allowances set out in 22.2.4(a), 22.2.4(b) and 22.2.4(c) are not entitled to the provisions of 22.3.

22.2.5 Licence Allowance, Electrical Tradespersons

An electrical fitter, electrical mechanic, electrician special class, fitter in charge, plant electrician, bolivar, plant operator (tradesperson), senior tradesperson or instrumentation tradesperson who is required to have an "A" class electrical workers' licence in accordance with the Plumbers, Gasfitters and Electricians Act, 1995 and who holds such licence will be paid an allowance of $29.75 per week, for each week in which ordinary hours of duty are performed. Provided that this allowance will not be taken into account in calculating payments for all purposes.

22.2.6 Metal Tradespersons Mechanical Services Group, Netley Workshops, Department of Administrative and Information Services

Metal tradespersons who are:

- employed in the mechanical services group at the Netley workshops of the South Australian Department of Administrative and Information Services;
- required to perform gas fitting duties which necessitate registration in accordance with the Plumbers, Gasfitters and Electricians Act, 1995 (SA) and regulations; and
- registered to carry out such duties,

will be paid an allowance of $1.32 per hour for each hour of their employment.

22.2.7 Metal tradespersons (mechanical and electrical) Glenside Hospital, Lyell McEwin Health Service, Royal Adelaide Hospital and Northfield District Office of the Department of Administrative and Information Services

22.2.7(a) Metal tradespersons (mechanical and electrical) employed in the above units who are:

- required to perform gas fitting duties which necessitate registration in accordance with the Plumbers, Gasfitters and Electricians Act, 1995 (SA) and regulations; and

- registered to carry out such duties,

will be paid an allowance of $1.32 per hour for each hour such duties are performed.

22.2.7(b) For the purposes of this clause, gasfitting duties means work on gas fired equipment which necessitates the dismantling, removal, installation and adjustment of items on the gas or control valves, pressure reducing valves, solenoid valves, filters, pressure switches and gauges, the pressure or vacuum providing system, the gas pilot ignition system and the gas burner control system. These duties will also include the servicing of electrical/electronic systems attached to such equipment and the diagnosis and repairing of faults in these systems by electrical tradespersons.

22.2.7(c) This allowance will not be paid during periods to leave or for any other purposes of the award.

22.2.8 Protective Clothing and Equipment Allowance

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant State law, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment. The provisions of this clause do not apply where the clothing and equipment is paid for by the employer.

22.2.9 Ship Repairing

Employees engaged on ship repairs will be paid the following amounts:

	Per week *$*
Tradesperson	20.95
All other labour	17.35

22.2.10 Shipwright Divers

22.2.10(a) Shipwrights when required to dive will be paid $22.05 for the first hour and $11.15 for each subsequent hour in addition to the ordinary wages whether weekly hired, part-time or casual, and in cases where overtime is worked, penalty rates will apply to ordinary rates only.

22.2.11 Whyalla and Iron Knob

An employee working within eight kilometres of the Chief Post Office at Whyalla and Iron Knob will be paid $0.65 a week more than the rate of pay prescribed in the wage schedule of this Part of the award for the respective classification.

22.2.12 Occupational Licensing

An employee who is required to possess and act upon any occupational licence, registration or accreditation in accordance with any state or federal legislation and regulations will, upon gaining such licence, registration or accreditation, be reimbursed the cost of any preparation course, assessment / examination and the ongoing cost of maintaining the licence, registration or accreditation as prescribed by the relevant legislation.

22.3 Special Rates

Subject to 23.3.1 and 23.3.2, the following special rates will be paid to employees including apprentices and juniors.

22.3.1 Special Rates Not Cumulative

22.3.1(a) Where more than one of the disabilities set out in 23.3 entitles an employee to extra rates, the employer will be bound to pay only one rate, namely the highest rate for the applicable disabilities.

22.3.1(b) This does not apply in relation to cold places, hot places, wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

22.3.2 Special Rates are not Subject to Penalty Additions

The special rates in 23.3 will be paid irrespective of the times at which the work is performed, and will not be subject to any premium or penalty additions.

22.3.3 Autopsy Room

An employee required to work in the autopsy room whilst autopsies are being performed will, whilst so employed, be paid $1.00 per hour or part thereof.

22.3.4 Boiler Cleaning

An employee engaged inside the gas or water space of any boiler, flue economiser, in cleaning or scraping work will, whilst so employed, be paid $1.67 per hour.

22.3.5 Boiler Repairs

22.3.5(a) An employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers is entitled to $0.60 per hour extra.

22.3.5(b) An employee engaged on repairs to oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks is entitled to $2.29 per hour extra while working inside such a boiler.

22.3.6 Cold Places

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 Degrees Celsius is entitled to $0.87 per hour extra. Where the work continues for more than two hours an employee is entitled to a rest period of twenty minutes every two hours without loss of pay.

22.3.7 Confined Spaces

An employee working in a confined space (as defined) is entitled to $1.16 per hour extra.

22.3.8 Dirty Work

22.3.8(a) Where an employee and their supervisor agree that work (other than ship repair work) is of an unusually dirty or offensive nature, the employee will be entitled to $0.88 per hour extra.

22.3.8(b) Where an employee and their supervisor agree that certain ship repair work is of an unusually dirty or offensive nature, the employee will be entitled to $1.16 per hour extra.

22.3.9 Explosive Power Tools

An employee required to use explosive powered tools will be paid a minimum payment of $2.40 per day. Where an hourly rate is required, it will be calculated by dividing the rate by 7-6/10.

22.3.10 Height Money

Employees other than linespersons, linesperson's assistants, riggers and splicers engaged in the construction, erection, repair and/or maintenance as the case may be, of ships, steel frame buildings, bridges, gasometers or other structures at a height in each case of fifteen metres or more directly above the nearest horizontal plane will be entitled to $0.58 per hour extra.

22.3.11 Hot Places

22.3.11(a) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means to:

- between 46 and 54 Celsius $0.88 per hour extra
- in excess of 54 Celsius $1.15 per hour extra.

22.3.11(b) Where work continues for more than two hours in temperatures exceeding 54 Celsius, employees will be entitled to twenty minutes rest after every two hours work without deduction of pay. The temperature will be determined by the supervisor after consultation with the employees who claim the extra rate.

22.3.12 Insulation Materials

Employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise will when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings be paid $1.15 per hour extra.

22.3.13 Meat Digesters and Oil Tanks

An employee working on repairs in oil tanks or meat digesters is entitled to $0.88 per hour extra. Employees engaged on such work for more than half of a day or shift are entitled to the special rate for the whole day or shift.

22.3.14 Wet Places

22.3.14(a) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, will be paid $0.87 per hour extra. Any employee who becomes entitled to this extra rate will be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.

22.3.14(b) This extra rate is not payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

22.3.15 Special Rates Allowance, Specified Hospitals

22.3.15(a) Employees employed in:

- Flinders Medical Centre
- Intellectual Disability Services Council
- Julia Farr Services
- Mount Gambier & Districts Health Service
- Noarlunga Health Services
- Port Augusta Hospital & Regional Health Services
- Port Lincoln Health Services
- Port Pirie Regional Health Service
- Royal Adelaide Hospital
- The North Western Adelaide Health Service
- The Whyalla Hospital & Health Services
- Women's and Children's Hospital

will be paid an allowance at the rate of $20.25 per week for all disabilities encountered whilst engaged on maintenance work in substitution for any or all of the special rates prescribed by 22.3, with the exception of 22.3.3 and 22.3.4 which will be paid in addition to the special rates allowance when applicable.

22.3.15(b) For all hours worked in excess of or less than 38 per week, the allowance mentioned above will be increased or decreased by 1/38, whatever the case may be, calculated to the nearest cent for each hour or part thereof so worked.

22.3.15(c) This allowance will be applied during authorised paid absences on sick, annual and long service leave but will not be applicable to any payment made in lieu of leave.

22.3.16 Special Rate – Crouzet Maintenance and Repair

22.3.16(a) Employees employed in the Passenger Transport Board on the maintenance of the Crouzet ticketing system, will be paid an allowance at the rate of $52.00 per week in recognition of the peculiarities and all disabilities associated with such work and in substitution for any and all of the special rates prescribed by Clause 22.3 of this Award.

22.3.16(b) For all hours worked in excess of or less than 38 per week, the abovementioned allowance will be increased or decreased by 1/38, whatever the case may be, calculated to the nearest cent for each hour or part thereof so worked.

22.3.16(c) The allowance will not be paid during periods of leave or for any other purposes of the Award.

22.4 Transfers, travelling and expenses when working away from usual place of work

22.4.1 Transfer Involving Change of Residence

An employee:

- engaged in one locality to work in another, or
- sent other than at their own request, from the employee's usual locality to another for employment which can reasonably be regarded as permanent,

involving a change of residence will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses will cease after the employee has taken up permanent residence at the new location.

22.4.2 Travelling, Transport and Fares

22.4.2(a) *Excess travelling and fares*

22.4.2(a)(i) An employee who on any day or from day to day is required to work at a job away from their accustomed workshop or depot will, at the direction of the employer, present themself for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from their home to such workshop or depot and returning) the employee will be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and such workshop or depot.

22.4.2(a)(ii) An employee who with the approval of the employer uses their own means of transport for travelling to or from outside jobs will be paid the amount of excess fares which the employee would have incurred in using public transport unless the employee has an arrangement with their employer for a regular allowance.

22.4.2(b) *Distant work*

An employee sent from their usual locality to another (in circumstances other than those prescribed in 22.4.2(a) and required to remain away from the employee's usual place of abode will be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from their usual locality.

22.4.2(c) *Payment for travelling*

22.4.2(c)(i) The rate of pay for travelling time is ordinary rates, except on Sundays and holidays when it will be time and a half.

22.4.2(c)(ii) The maximum travelling time to be paid for is twelve hours out of every 24 hours, or when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24.

22.4.2(d) *Expenses*

Expenses for the purpose of this clause means:

- all fares reasonably incurred. The fares allowed are for rail travel and, where all-night travelling is a sleeping berth.
- reasonable expenses incurred whilst travelling
- a re-imbursement of the cost reasonably incurred for board and lodging.

CLAUSE 23. EXTRA RATES NOT CUMULATIVE

OPDATE 01:04:2007 on and from

Extra rates in this award, except rates prescribed in 23.3 and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

CLAUSE 24. PAYMENT OF WAGES

OPDATE 01:04:2007 on and from

24.1 **Period of payment**

Wages will be paid weekly or fortnightly, either:

according to the actual ordinary hours worked each week or fortnight; or
according to the average number of ordinary hours worked each week or fortnight.

24.2 **Method of payment**

24.2.1 Explanation of the Averaging System

24.2.1(a) As provided in this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid their wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week.

24.2.1(b) The ordinary hours of an employee may be arranged so that they are entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

24.2.1(c) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in the fourth week the employ worked 32 ordinary hours. That is, they would work for eight ordinary hours each day, Monday to Friday inclusive for three weeks and eight ordinary hours on four week days only in the fourth week - a total of nineteen days during the work cycle.

24.2.1(d) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee will be the average weekly wage rates set out for the employee's classification in Schedule B of this Part of this award, and will be paid each week even though more or less than 38 hours are worked that week.

24.2.1(e) In effect, under the averaging system the employee accrues a "credit" each day they work actual ordinary hours in excess of the daily average, which would otherwise be seven hours and 36 minutes. This "credit" is carried forward so that in the week of the cycle that they work on only four days, their actual pay would be for an average of 38 ordinary hours even though, that week, they work a total of 32 ordinary hours.

24.2.1(f) Consequently, for each day an employee works eight ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on nineteen days; that is, a total of seven hours and 36 minutes.

24.2.1(g) As provided in 24.2.1(d), 24.2.1(e) and 24.2.1(f), an employee will not accrue a "credit" for each day the employee is absent from duty other than on annual leave, long service leave, public holiday, paid sick leave, workers' compensation, bereavement leave or jury service. When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service, their entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

24.3 **Payment of wages on termination of employment**

On termination of employment, wages due to an employee will be paid on the day of termination or forwarded to the employee by post on the next working day.

24.4 **Absences from duty under an averaging system**

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following will apply:

24.4.1 An employee absent from duty in circumstances other than annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave, paid carer's leave, paid parental leave, paid training leave or jury service will, for each day so absent, lose average pay for that day calculated by dividing their average weekly wage rate by five.

24.4.2 An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave, paid parental leave, paid training leave in accordance with this clause or jury service will lose average pay for each hour or part thereof they are absent at an hourly rate calculated by dividing the employee's average daily pay rate by 7-6/10.

24.4.3 Credits do not accrue when an employee is absent from duty for a whole day in accordance with this subclause because the employee would not have worked ordinary hours that day in excess of seven hours and 36 minutes. Whenever this occurs, the employee will not be entitled to average pay for that week but will be reduced by the amount of the "credit" not accrued for each whole day during the work cycle involving the absence.

24.5 **Alternative methods of payment**

24.5.1 An employee who prior to 5 July 1982 was working less than 40 hours each week and who was paid by a method different from that provided for in 24.2, may continue to be paid by such method.

24.5.2 Where the employer and the majority of the employees concerned agree in accordance with 11.4, an alternative method of paying wages to that provided in 24.2 may be introduced.

24.6 Calculation of hourly rate

The hourly rates will be calculated by dividing the appropriate weekly rate by 38.

24.7 **Payment by electronic funds transfer**

All employees will be paid their wages by direct transfer into an employee's bank or other recognised financial institution account. Provided, that where employees are resident in isolated localities such employees may have their wages paid by cheque.

PART 6 - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

CLAUSE 25. ORDINARY HOURS OF WORK

OPDATE 01:04:2007 on and from

25.1 Ordinary hours of work - day workers

25.1.1 Subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:

38 hours within a work cycle not exceeding seven consecutive days;
76 hours within a work cycle not exceeding fourteen consecutive days; or
114 hours within a work cycle not exceeding 21 consecutive days; or
152 hours within a work cycle not exceeding 28 consecutive days.

25.1.2 The ordinary hours of work prescribed in 25.1.1 may be worked on any day or all of the days of the week, Monday to Friday.

25.1.3 The ordinary hours of work prescribed herein will be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m. Provided that the actual ordinary hours of work may be altered by mutual agreement between an employer and the majority of employees in the plant, workshop, depot, section or sections concerned in accordance with 11.4.

25.1.3(a) Provided further that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable will be deemed for the purposes of this subclause to be part of the ordinary hours of work.

25.1.4 The ordinary hours of work prescribed herein will not exceed ten hours on any day.

25.1.4(a) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees in the plant, workshop, depot, section or sections concerned in accordance with 11.4.

25.1.5 Except as provided in 25.1.6, in cases where, by virtue of the arrangement of ordinary working hours an employee is entitled to a day off during the employee's work cycle, such employee will be advised by the employer at least four weeks in advance of the weekday the employee is to take off.

25.1.6 An employer may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the employer or some other emergency situation.

25.1.7 An individual employee, with the agreement of the employer, may substitute the day to be taken off for another day.

25.1.8 The employer and the majority of employees in the plant, workshop, depot, section or sections concerned may agree in accordance with 11.4 of this award that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.

25.1.9 Circumstances may arise where different methods of working a 38 hour week apply to various groups or sections of employees in the plant, workshop, depot or establishment concerned.

25.2 Ordinary hours of work - continuous shift workers

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

25.2.2 Subject to 25.2.3 the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled to a twenty minute meal break on each shift which will be counted as time worked.

25.2.3 Except at the regular change-over of shifts, an employee will not be required to work more than one shift in each 24 hours.

25.3 Ordinary hours of work - non-continuous

25.3.1 Subject to 25.3.2, the ordinary hours of work for non- continuous shift workers are to be an average of 38 per week to be worked on one of the following bases:

38 hours within a work cycle not exceeding seven consecutive days;
76 hours within a work cycle not exceeding fourteen consecutive days; or
114 hours within a work cycle not exceeding 21 consecutive days; or
152 hours within a work cycle not exceeding 28 consecutive days.

25.3.2 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed twelve months.

25.3.3 The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.

25.3.4 Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

25.4 Methods of arranging ordinary working hours.

25.4.1 Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in 25.1.3 and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.

25.4.2 Matters upon which agreement may be reached include:

how the hours are to be averaged within a work cycle established in accordance with 25.2 and 25.3.
the duration of the work cycle for day workers
rosters which specify the starting and finishing times of working hours
a period of notice of a rostered day off which is less than four weeks
substitution of rostered days off
accumulation of rostered days off
arrangements which allow for flexibility in relation to the taking of rostered days off
any arrangements of ordinary hours which exceed eight hours in any day

25.4.3 By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, twelve hour days or shifts may be introduced subject to:

proper health monitoring procedures being introduced;
suitable roster arrangements being made;
proper supervision being provided;
adequate breaks being provided;
an adequate trial or review process being implemented through the consultative process in clause 12 - Consultative mechanisms and procedures.

25.5 Daylight saving

25.5.1 Where by reason of State legislation, summer time is prescribed as being in advance of the standard time in that State the length of any shift:

25.5.1(a) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and

25.5.1(b) Commencing on or before the time prescribed by such legislation for the termination of a summer time period, will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

25.5.2 In this subclause the expressions **standard time** and **summer time** will bear the same meaning as are prescribed by the relevant State legislation.

CLAUSE 26. SPECIAL PROVISIONS FOR SHIFTWORKERS

OPDATE 01:04:2007 on and from

26.1 Definitions

For the purposes of this Award:

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

Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m.

By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

26.2 Afternoon and night shift allowances

26.2.1 An employee whilst on ***afternoon or night shift*** will be paid for such shift fifteen percent more than his or her ordinary rate.

26.2.2 An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights or for at least the number of ordinary hours allowed by the alternative arrangements in 25.2 or 25.3, will be paid for each such shift 50 percent for the first three hours thereof and 100 percent for the remaining hours thereof in addition to the employee's ordinary rate.

26.2.3 An employee who:

- during a period of engagement on shift, works ***night shift*** only; or
- remains on ***night shift*** for a longer period than four consecutive weeks; or
- works on a ***night shift*** which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each shift cycle;

will, during such engagement, period or cycle, be paid 30 percent more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift.

26.3 Rate for working on Saturday shifts

26.3.1 The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and one-half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 26.2.

26.3.2 Where shifts fall partly on a Saturday, that shift the major portion of which falls on a Saturday will be regarded as the Saturday shift.

26.4 Rate for working on Sunday and public holiday shifts

26.4.1 The rate at which continuous shift workers are to be paid for work on a ***rostered shift*** the major portion of which is performed on a Sunday or public holiday, is double time.

26.4.2 The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:

Sundays - at the rate of double time
public holidays - at the rate of double time and one-half.

26.4.3 Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.

26.4.4 Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday will be regarded as the holiday shift.

26.4.5 By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.

26.4.6 The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in 26.2.

CLAUSE 27. MEAL BREAKS - ORDINARY HOURS OF DUTY

OPDATE 01:04:2007 on and from

27.1 An employee will not be required to work for more than five hours without a break for a meal except in the following circumstances:

27.1.1 In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee will not be required to work for more than six hours without a break for a meal break.

27.1.2 By agreement between an employer and an employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

27.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.

27.3 An employer may stagger the time of taking a meal and rest breaks to meet operational requirements.

27.4 Subject to 27.1, an employee will work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while the plant is idle.

27.5 Except as provided in this subclause, and except where any alternative arrangement is entered into by agreement between the employer and employees concerned, time and one-half rates will be paid for all work done during meal hours and thereafter until a meal break is taken.

27.6 This clause will not apply to employees on continuous work shifts.

CLAUSE 28. OVERTIME

OPDATE 01:04:2007 on and from

28.1 Payment for working overtime

28.1.1 Except as provided for in 28.3.4, 28.3.5, 28.8 and 28.9 for all work done outside ordinary hours on any day or shift (as defined in 25.1, 25.2 and 25.3) the overtime rates of pay are time and one-half for the first three hours and double time thereafter until the completion of the overtime work. For continuous shift workers the rate for working overtime is double time.

28.1.2 For the purposes of this clause **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clause 25 – Ordinary hours of work.

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

28.2 Requirement to work reasonable overtime

An employer may require any employee to work reasonable overtime at overtime rates and the employee will work overtime as required.

28.3 Rest period after overtime

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

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

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

28.3.4 By agreement between the employer and individual employee, the ten hour break provided for in this clause may be reduced to a period no less than eight hours.

28.3.5 The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

for the purpose of changing shift rosters; or
where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
where a shift is worked by arrangement between the employees themselves.

28.4 Call back

An employee recalled to work overtime after leaving the employer's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of four hours work at the rate of time and one half for the first three hours and double time thereafter. There are a number of conditions which apply to this provision:

28.4.1 Where an employee is required to regularly hold themself in readiness for a call back the employee will be paid for a minimum of three hours work at the appropriate overtime rate. This is subject to 28.5 which deals with the conditions for standing by.

28.4.2 If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day the employee will be entitled to the three or four hour minimum overtime payment provided for in this subclause for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.

28.4.3 Except in the case of unforeseen circumstances arising, an employee will not be required to work the full three or four hours as the case may be if the job the employee was recalled to perform is completed within a shorter period.

28.4.4 This subclause does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.

28.4.5 Overtime worked in the circumstances specified in this subclause is not to be regarded as overtime for the purpose of 28.3, when the actual time worked is less than three hours on the call back or on each call back.

28.5 Standing by

Subject to agreement between the employer and the affected employees, to the contrary, where an employee is required regularly to hold themself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's ordinary rate of pay for the time the employee is standing by.

28.6 Saturday work

A day worker required to work overtime on a Saturday will be afforded at least four hours work or paid for four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

28.7 Sunday work

Employees required to work overtime on Sundays will be paid for a minimum of three hours work at double time. The double time is to be paid until the employee is relieved from duty.

28.8 Rest break

28.8.1 An employee working overtime must be allowed a rest period of twenty minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.

28.8.2 Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break will be paid at the employee's ordinary rate of pay.

28.8.3 Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and one-half hours, an employee, before starting the overtime is entitled to a meal break of twenty minutes to be paid at ordinary rates.

28.8.4 An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

28.9 Meal allowance

28.9.1 An employee is entitled to a meal allowance of $9.40 on each occasion that the employee is entitled to a rest break in accordance with 28.8, except in the following circumstances:

if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime

if the employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime

if the employee lives in the same locality as the enterprise and could reasonable return home for meals.

28.9.2 If an employee has provided a meal or meals on the basis that the employee has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, the employee will be paid the prescribed meal allowance for the meal or meals which the employee has provided but which are surplus.

28.10 Transport of employees

When an employee, after having worked overtime on a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer will provide the employee with a conveyance home, or pay the employee their current wage for the time reasonably occupied in reaching home.

PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

CLAUSE 29. ANNUAL LEAVE

OPDATE 01:04:2007 on and from

29.1 Period of leave

29.1.1 A full time employee under this award is entitled to a period of 28 consecutive days leave, including non-working days, (ie. four weeks) after each twelve months service (less the period of annual leave).

29.1.2 For administrative ease the entitlements in 29.1.1 or 29.2 are converted to an hourly entitlement (i.e. 152 hours or 190 hours respectively for a full time employee).

29.2 Additional leave for seven day shift workers

29.2.1 In addition to leave provided for in 29.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, will be allowed seven consecutive days leave including non-working days.

29.2.2 Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in 29.1 increased by half a day for each month the employee is continuously engaged as a seven day shift worker.

29.3 Loading on annual leave

29.3.1 During a period of annual leave an employee will receive a loading calculated on the ordinary base rate of pay. The loading will be as follows:

29.3.1(a) *Day workers* - employees who would have worked on day work only had they not been on leave - a loading of 17.5 percent.

29.3.1(b) *Shift workers* - employees who would have worked on shift work had they not been on leave - a loading of twenty percent or the weekend and shift penalties the employee would have received had the employee worked and not been on leave during the relevant period, whichever is the greater.

29.3.1(c) The loading prescribed by this subclause on termination will only apply to completed months of pro rata annual leave accruals.

29.4 Other annual leave provisions

All other provisions relating to annual leave are as contained in the "Conditions of Employment for Weekly Paid Employees". Any changes to these provisions will be by agreement between the parties excepting where it involves legislative changes or Government direction.

29.5 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer to:

accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement;

take annual leave in separate periods, including a maximum of 10 single days.

CLAUSE 30. PERSONAL LEAVE

OPDATE 01:04:2007 on and from

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 30.9.

All other provisions of personal leave are as agreed between the parties and contained in employer policy manuals. Any changes to these provisions will be by agreement between the parties excepting where it involves legislative changes or Government direction.

30.1 Definitions

The term ***immediate family*** includes:

30.1.1 Spouse (including a former spouse, a defacto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

30.1.2 Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, parent in-law, grandparent, grandchild or sibling of the employee or spouse of the employee.

30.2 Amount of paid personal leave

30.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:

due to personal illness or injury (sick leave);

for the purposes of caring for an ***immediate family*** member, household member or any other person who is dependent on the person's care who is sick and requires the employee's care and support (carer's leave) or who requires care due to an unexpected emergency.

30.2.2 The amount of personal leave to which an employee is entitled is 76 hours per year payable at the ordinary base rate of pay.

30.3 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

30.4 Personal leave to care for an immediate family or household member

30.4.1 An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their ***immediate family*** or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

30.4.2 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 30.4.1, beyond the limit set out in 30.4.1. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

30.5 Employee must give notice

30.5.1 When taking personal leave to care for an ***immediate family*** or household member, the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

30.5.2 When taking leave to care for members of their ***immediate family*** or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

The name of the person requiring care and support and their relationship to the employee;

The reasons for taking such leave; and

The estimated length of absence.

30.6 Evidence supporting claim

30.6.1 When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

30.6.2 When taking leave to care for members of their ***immediate family*** or household who are sick and require care and support, 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 such illness requires care by the employee.

30.6.3 When taking leave to care for members of their ***immediate family*** or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

30.7 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their ***immediate family*** or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 30.5 and 30.6 are met.

30.8 Casual employment

30.8.1 Caring responsibilities

30.8.1.1 Subject to the evidentiary and notice requirements in 30.5 and 30.6, casual employees are entitled to not be available to attend work, or to leave work:

if they need to care for members of their ***immediate family*** or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

upon the death in Australia of an ***immediate family*** or household member.

30.8.1.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

CLAUSE 31. BEREAVEMENT LEAVE

OPDATE 01:04:2007 on and from
The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

The entitlements of casual employees are set out in clause 30.8.

All other provisions of bereavement leave are as agreed between the parties and contained in employer policy manuals. Any changes to these provisions will be by agreement between the parties excepting where it involves legislative changes or Government direction.

31.1. Entitlement to Leave

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

- spouse (including a former spouse, a defacto spouse and a former de facto spouse)
- parent
- parent-in-law;
- sister or brother;
- child or step-child;
- household member

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 22 ordinary days of work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

31.2 Unpaid entitlement to leave

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

31.3 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 32. PARENTAL LEAVE

OPDATE 01:04:2007 on and from

32.1 Definitions

In this clause, unless the contrary intention appears:

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

32.1.2 ***Adoption leave*** means adoption leave provided under 32.3.4.

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

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

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

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

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

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

32.1.5 ***Extended adoption leave*** means ***adoption leave*** provided under 32.3.4(b).

32.1.6 ***Extended paternity leave*** means ***paternity leave*** provided under 32.3.3(b).

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

32.1.8 ***Maternity leave*** means maternity leave provided under 32.3.2.

32.1.9 ***Medical certificate*** means a certificate as prescribed in 32.5.1.

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

32.1.11 ***Paternity leave*** means paternity leave provided under 32.3.3.

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

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

32.1.14 ***Short adoption leave*** means ***adoption leave*** provided under 32.3.4(a).

32.1.15 ***Special adoption leave*** means ***adoption leave*** provided under 32.10.

32.1.16 ***Special maternity leave*** means ***maternity leave*** provided under 32.9.1.

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

32.2 Employer's responsibility to inform

32.2.1 On becoming aware that:

(a) an employee is pregnant; or

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

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

an employer must inform the employee of:

(i) the employee's entitlements under this clause; and

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

32.3 Eligibility for and entitlement to parental leave

32.3.1 Subject to the qualifications in 32.4, the provisions of this clause apply to full-time, part-time and ***eligible casual employees*** but do not apply to other employees.

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

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

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

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

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

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

32.3.3 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:

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

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

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

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

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

32.4 Qualifications on entitlements and eligibility

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

32.4.2 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.

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

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

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

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

32.5 Certification required

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

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

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

(c) states:

(i) the expected date of birth;

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

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

whichever is appropriate.

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

32.5.2(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***.

32.5.2(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.

32.6 Notice requirements

32.6.1 Maternity leave

32.6.1(a) An employee must:

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

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

(iii) Notify the employer of any change in the information provided pursuant to 32.5 within two weeks after the change takes place.

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

32.6.2 Paternity leave

An employee must:

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

32.6.2(b) Notify the employer of any change in the information provided pursuant to 32.5 within two weeks after the change takes place.

32.6.3 Adoption leave

An employee must:

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

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

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

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

32.6.4 Unforeseen circumstances

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

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

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

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

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

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

32.7 Taking of parental leave

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

32.7.2 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.

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

32.7.4 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.

32.7.5 Subject to 32.4 and unless agreed otherwise between the employer and employee, an employee may commence ***parental leave*** at any time within six weeks immediately prior to the expected date of birth.

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

32.7.7 Where leave is granted under 32.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

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

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

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

32.7.11 Not withstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with 32.15.

32.8 Variation and cancellation of parental leave

32.8.1 Without extending an entitlement beyond the limit set by 32.3, ***parental leave*** may be varied as follows:

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

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

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

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

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

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

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

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

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

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

32.9 Special maternity leave and personal leave

32.9.1 If:

(a) an employee not then on ***maternity leave*** suffers illness related to her pregnancy she is entitled to take leave under clause 30 or

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

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as ***special maternity leave***) as a legally qualified medical practitioner certifies to be necessary before her return to **work**. Provided that the aggregate of paid personal leave, ***special maternity leave*** and ***maternity leave*** must not exceed the period to which the employee is entitled under 32.3.2 and she is entitled to take unpaid ***special maternity leave*** for such periods as a registered medical practitioner certifies as necessary.

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

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

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

32.10 Special adoption leave

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

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

32.10.3 The leave under this clause 32.10 is to be known as ***special adoption leave*** and does not affect any entitlement under 32.3.

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

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

32.11 Transfer to a safe job - maternity leave

32.11.1 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***.

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

32.11.3 Leave under this clause 32.11 will be treated as ***maternity leave***.

32.12 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:

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

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

32.13 Communication during parental leave

32.13.1 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***.

32.13.2 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.

32.13.3 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 32.13.1.

32.14 Return to work after parental leave

32.14.1 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***.

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

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

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

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

32.14.4 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.

32.15 Right to request

32.15.1 An employee entitled to ***parental leave*** pursuant to clause 32.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 32.3.3(a) and 32.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid ***parental leave*** provided for in 32.3.2 by a further continuous period of leave not exceeding 12 months;

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

to assist the employee in reconciling work and parental responsibilities.

32.15.2 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.

32.15.3 The employee's request and the employer's decision made under 32.15.1(b) and (c) must be recorded in writing.

32.15.4 Where an employee wishes to make a request under 32.15.1(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***.

32.16 Termination of employment

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

32.16.2 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.

32.17 Replacement employees

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

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

CLAUSE 33. LONG SERVICE LEAVE

OPDATE 01:10:2019 on and from

33.1 Entitlement

Pursuant to Section 71 of the *Public Sector Management Act, 1995* employees are entitled to long service leave as provided in Schedule 2 of the said Act as may be amended from time to time.

CLAUSE 34. JURY SERVICE

OPDATE 01:10:2019 on and from

34.1 Employees who are required for jury service will be allowed reasonable time off work to attend. Proof of attendance, the duration of attendance and the amount received will be provided by the employee to the employer.

34.2 Employees will be paid the difference between the amount paid for such jury service and any wages, including penalty payments, he or she would have received if they had been rostered to work during such period of jury service.

CLAUSE 35. PUBLIC HOLIDAYS

OPDATE 01:10:2019 on and from

35.1 Prescribed holidays

35.1.1 Employees are entitled to the following public holidays without loss of pay:

New Year Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Adelaide Cup Day
Sovereign's Birthday
Labour Day
Christmas Day
Proclamation Day

35.1.2 In addition to 35.1.1 employees are entitled without loss of pay to any other day duly proclaimed to be a public holiday in the State of South Australia.

35.1.3 A public holiday must be paid for on the basis of the ordinary working hours for the day observed.

35.2 Substitution of certain public holidays which fall on a weekend

35.2.1 Where Christmas Day falls on a Saturday or on a Sunday, the following Monday will be observed as Christmas Day

35.2.2 Where New Year's Day falls on a Saturday or on a Sunday, the following Monday will be observed as New Year's Day and the Saturday and/or Sunday will be deemed not to be holidays; and

35.2.3 The employer and employees may agree to substitute other public holidays.

35.3 Payment for time worked on public holidays

35.3.1 Payment for time worked by continuous shift workers on a public holiday

35.3.1(a) Refer to 26.6.1 to determine the pay entitlements of continuous shift workers working on rostered shifts which fall on a public holiday.

35.3.1(b) Continuous shift workers required to work overtime on a public holiday must be paid for a minimum of three hours work at double time. Refer to 26.9.9 and 26.9.10 to determine the rest break and meal allowance entitlements of continuous shift workers who work overtime on a public holiday.

35.3.2 Payment for time worked by non-continuous shift workers on a public holiday

35.3.2(a) Refer to 26.6.2 to determine the pay entitlements of non-continuous shift workers working on rostered shifts which fall on a public holiday.

35.3.2(b) Non-continuous shift workers required to work overtime on a public holiday must be paid for a minimum of three hours work at double time and one half. The double time and one half is to be paid until the employee is relieved from duty. Refer to 26.9.9 and 26.9.10 to determine the rest break and meal allowance entitlements of non-continuous shift workers who work overtime on a public holiday.

35.3.3 Payment for time worked by day workers on a public holiday

35.3.3(a) Day workers required to work on a public holiday will be paid for a minimum of four hours work.

35.3.3(b) Refer to 26.9.9 and 26.9.10 to determine the rest break and meal allowance entitlements of day workers who work on a public holiday. Refer to 26.9.9 and 26.9.10 to determine the rest break and meal allowance entitlements of continuous shift workers who work overtime on a public holiday.

35.3.4 Effect on payment for holidays if absent on working day before or after

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, he or she will not be entitled to payment for the holiday.

35.3.5 Rostered day off falling on public holiday

Where a seven day or continuous shift worker's ordinary hours of work are structured to include a day off and that day off falls on a public holiday, the employee will be paid for that day at the ordinary rate. This will not apply where the rostered day off falls on a Saturday or a Sunday.

35.3.6 Public holidays falling within a period of annual leave

Where a holiday falls in a period of annual leave, an additional day in lieu of such holiday must be added to the annual leave.

35.3.7 Acting in a higher grade - public holidays

Where an employee acts in a higher class or grade for more than two hours on the working day immediately preceding a public holiday, and resumes in that class or grade for more than two hours on the first working day after the public holiday, payment for the holiday will be made at the higher rate.

35.3.8 Rest break

An employee, **not engaged on continuous work** who works on a public holiday and (except for meal breaks) immediately thereafter continues such work will on being relieved from duty, be entitled to be absent until having had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence.

CLAUSE 36. SUPPORTED WAGE SYSTEM

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

36.1 This clause 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 clause, the following definitions will apply:

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

36.1.2 ***Accredited assessor*** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

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

36.1.4 ***Assessment instrument*** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

36.2 Eligibility criteria

36.2.1 Employees covered by this clause 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***.

36.2.2 This clause 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 employment.

36.2.3 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* 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***, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

36.3 Supported wage rates

36.3.1 Employees to whom this clause applies shall 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 36.4)	*Prescribed award rate*
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

36.3.2 Provided that the minimum amount payable shall be not less than $117.44 per week.

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

36.4 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:

36.4.1 The employer and a union party to the Award, in consultation with the employee or, if desired by any of these;

36.4.2 The employer and an ***accredited assessor*** from a panel agreed by the parties to the Award and the employee.

36.5 Lodgement of assessment instrument

36.5.1 All ***assessment instruments*** under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of SAET.

36.5.2 All ***assessment instruments*** shall 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 shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

36.6 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 shall be in accordance with the procedures for assessing capacity under the supported wage system.

36.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause 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.

36.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall 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.

36.9 Trial period

36.9.1 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 clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

36.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

36.9.3 The minimum amount payable to the employee during the trial period shall be no less than $117.44 per week.

36.9.4 Work trials should include induction or training as appropriate to the job being trialled.

36.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 36.4 hereof.

CLAUSE 37. REDUNDANCY

OPDATE 01:10:2019 on and from

37.1 Definitions

37.1.1 ***Business*** includes trade, process, business or occupation and includes part of any such business.

37.1.2 ***Redundancy*** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

37.1.3 ***Small employer*** means an employer who employs fewer than 15 employees.

37.1.4 ***Transmission*** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and ***transmitted*** has a corresponding meaning.

37.1.5 ***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.

37.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of ***redundancy*** the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

37.3 Severance pay

37.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a ***small employer*** as defined in 37.1, 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 less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* ***Week's pay*** is defined in 37.1.

37.3.2 Severance pay - employees of a small employer

An employee of a ***small employer*** as defined in 37.1 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 37.1.

37.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

37.3.4 Continuity of service shall be calculated in the manner prescribed by clause 4.5. Provided that service prior to 1st August 2005 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 37.3.2.

37.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

37.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 16 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

37.5 Alternative employment

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

37.5.2 This provision does not apply in circumstances involving transmission of business as set in 37.7.

37.6 Job search entitlement

37.6.1 During the period of notice of termination given by the employer in accordance with 16.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

37.6.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

37.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 16.3.

37.7 Transmission of business

37.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, ***transmitted*** from an employer (in this subclause called the ***transmittor***) to another employer (in this subclause called the ***transmittee***), in any of the following circumstances:

37.7.1(a) Where the employee accepts employment with the ***transmittee*** which recognises the period of continuous service which the employee had with the ***transmittor*** and any prior ***transmittor*** to be continuous service of the employee with the ***transmittee***; or

37.7.1(b) Where the employee rejects an offer of employment with the ***transmittee***:

in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the ***transmittor***; and

which recognises the period of continuous service which the employee had with the ***transmittor*** and any prior ***transmittor*** to be continuous service of the employee with the ***transmittee***.

37.7.2 The Tribunal may vary 37.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

37.8 Employees exempted

This clause does not apply to:

employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
probationary employees;
apprentices;
trainees;
employees engaged for a specific period of time or for a specified task or tasks; or
casual employees.

37.9 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.

SCHEDULE A - CLASSIFICATION LEVEL DEFINITIONS

OPDATE 01:04:2007 on and from

1. WAGE GROUP: M14 - ENGINEERING EMPLOYEE LEVEL I

Given up to 38 hours induction training which should include:

- information on the organisation
- conditions of employment
- introduction to supervisors and fellow workers
- training and career path opportunities
- depot etc. layout
- work and documentation procedures
- occupational health and safety
- equal employment opportunity and
- quality control/assurance.

An employee at this level performs routine duties of a manual nature and to the level of their training:

- performs general labouring and cleaning duties
- exercises minimal judgement
- works under direct supervision or
- is undertaking structured training to enable them to work at M13 or an appropriate level.

2. WAGE GROUP: M13 - ENGINEERING EMPLOYEE LEVEL II

An employee will complete up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at M14 and to the level of their training:

- works under direct supervision either individually or in a team environment
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults
- understands and utilises basic statistical process control procedures.

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

- repetition work on automatic, semi-automatic or single purpose machines or equipment
- assembling components using basic written, spoken and/or diagrammatic instructions in an assembly environment
- basic soldering or butt and spot welding or cutting scrap with an Oxy-acetylene blow pipe
- using selected hand tools
- boiler cleaning
- maintaining simple records
- using hand trolleys and pallet trucks
- assists in the provision of on-the-job training with tradespersons and superiors.

OR

Activities associated with Level M14 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);

- inspect and ensure the quality of work undertaken by employees;
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;
- provide an overall on-the-job leadership role;
- exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;
- assist in the on-the-job training of employees;
- perform associated duties as directed.

3. WAGE GROUP: M12 - ENGINEERING EMPLOYEE LEVEL III

An employee who has completed an Engineering Certificate I or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at M13 and to the level of their training:

- is responsible for the quality of their own work subject to routine supervision
- works under routine supervision either individually or in a team environment
- exercises discretion within their level of skills and training.

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

- operating flexibly between work stations
- operating machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level M13
- receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers), documenting and recording of goods, materials and components
- basic inventory control in the context of a production process
- advanced soldering
- boiler attendant
- operating mobile equipment including fork-lifts, hand trolleys, pallet trucks, overhead cranes and winch operation
- assisting one or more tradespersons
- welding which requires the exercise of knowledge and skills above M13

and could possess/perform:

- on-trade engineering skills
- basic tracing and sketching skills
- basic keyboard skills
- ability to measure accurately.

OR

Activities associated with Level M13 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);

- inspect and ensure the quality of work undertaken by employees;

- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;

- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;

- prepare and maintain records and incident reports;

- provide an overall on-the-job leadership role;

- exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;

- assist in the on-the-job training of employees;

- perform associated duties as directed.

4. WAGE GROUP: M11 - ENGINEERING EMPLOYEE LEVEL IV

An employee who has completed an Engineering Certificate II or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at M12 and to the level of their training:

- works from complex instructions and procedures
- assists in the provision of on-the-job training to a limited degree
- co-ordinates work in a team environment or works individually under general supervision
- is responsible for assuring the quality of their own work.

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

- using precision measuring instruments
- machine setting, loading and operation
- rigging (certificated)
- inventory and store control including:
- licence operating of all appropriate materials handling equipment
- using tools and equipment within the scope of the level to perform basic non-trades maintenance
- computer operation at a level higher than that of an employee at M12 level
- performing basic quality checks on the work of others
- licensed and certified operating of fork-lifts, engine driving, cranes and mobile plant to a level higher than M12

and could possess/can perform:

- intermediate keyboard skills
- a knowledge of the department's operation as it relates to local operations
- basic engineering and fault-finding skills
- lubrication of workshop etc. machinery

- assists in the provision of on-the-job training in conjunction with tradespersons and supervisors
- basic welding
- works to a basic production schedule.

OR

Activities associated with Level M12 and the following Team Leader activities:

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

5. WAGE GROUP: M10 - ENGINEERING TRADESPERSON - LEVEL I

An engineering tradesperson level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as an:

- Engineering tradesperson (electrical/electronics) level I
- Engineering tradesperson (mechanical) level I
- Engineering tradesperson (fabrication) level I

and is able to exercise the skills and knowledge of that trade.

An engineering tradesperson level I works above and beyond an employee at M11 and to the level of their training:

- understands and applies quality control techniques
- exercises good interpersonal and communications skills
- exercises keyboard skills at a level higher than M11
- exercises discretion within the scope of this grade
- performs work under general supervision either individually or in a team environment
- operates all lifting equipment incidental to their work
- performs non-trade tasks incidental to their work
- performs work which while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilities the completion of the whole task. such incidental or peripheral work would not require additional formal technical training. provides trade guidance where permissible

- is able to inspect products and/or materials for conformity with established operational standards.

OR

Activities associated with Level M11 and the following Team Leader activities:

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

6. WAGE GROUP: M10 - PRODUCTION SYSTEM EMPLOYEE

A production systems employee is an employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the department/agency.

A production systems employee works above and beyond an employee at M11 and to the level of their training:

- understands and applies quality control techniques
- exercise good interpersonal communications skills
- exercises discretion within the scope of this grade
- exercises keyboard skills at a level higher than M11
- performs work under general supervision either individually or in a team environment
- is able to inspect products and/or materials for conformity with established operational standards.

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

- approving and passing first off samples and maintaining quality of product
- working from production drawings, prints or plans
- operating, setting up and adjusting all production machinery in a plant including production process welding to the extent of training

performing a range of engineering maintenance functions including:

- removing equipment fastenings, including use of destructive cutting equipment

- lubricating production equipment
- running adjustments to production equipment
- operating all lifting equipment
- high level stores and inventory responsibility beyond the requirements of an employee at M11 and

could possess/can perform:

- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with other employees
- understands and applies computer techniques as they relate to production process operations
- first class engine drivers' certificate
- assisting in the provision of on-the-job training in conjunction with tradespersons and supervisors
- has a sound knowledge of the department's operations as it relates to the production process.

OR

Activities associated with Level M11 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);

- inspect and ensure the quality of work undertaken by employees;

- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;

- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;

- prepare and maintain records and incident reports;

- provide an overall on-the-job leadership role;

- exercise judgement and advise on matters requiring the application of the employee’s skills and knowledge;

- assist in the on-the-job training of employees;

- perform associated duties as directed.

7. WAGE GROUP: M9 - ENGINEERING TRADESPERSON LEVEL II

An engineering tradesperson level II is a:

- Engineering tradesperson (electrical/electronic) level II or
- Engineering tradesperson (mechanical) level II or
- Engineering tradesperson (fabrication) level II
- who has completed the following training requirements:
- Three appropriate modules in addition to the training requirements of M10 level or
- Three appropriate modules towards a National Diploma or
- Three appropriate modules towards an Advanced Diploma
- or equivalent

An engineering tradesperson level II works above and beyond a tradesperson at M10 and to the level of their training:

- exercises discretion within the scope of this level
- works under general supervision either individually or in a team environment
- understands and implements quality control techniques.
- exercises trade skills and other knowledge relevant to the specificrequirements of the organisation at a level higher than an engineering tradesperson level I.
- Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable them to perform particular tasks.

OR

Activities associated with Level M10 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);

- inspect and ensure the quality of work undertaken by employees;

- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;

- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;

- prepare and maintain records and incident reports;

- provide an overall on-the-job leadership role;

- exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;

- assist in the on-the-job training of employees;

- perform associated duties as directed.

OR, as a Responsible Tradesperson:

- performs duties at the level of a M10, works in discreet function and also performs a substantial contribution of the following:

- responsible for maintaining plant and equipment etc., in a defined remote country location/area and for determining the priorities of such work; and/or

- exercising judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge; and/or
- assessing and organising labour, tools, materials and equipment, etc.; and/or
- requisitioning materials/parts etc.; and/or
- completing and maintaining records and preparing reports; and/or
- oversighting a technical operation; and
- performing associated duties

8. WAGE GROUP: M8 - ENGINEERING TRADESPERSON SPECIAL CLASS

LEVEL I

A special class engineering tradesperson level I means a:

- special class engineering tradesperson (electrical/ electronics); level I or
- special class engineering tradesperson (mechanical) level I or
- special class engineering tradesperson (fabrication) level I

who has completed the following training requirements:

- Six appropriate modules in addition to the training requirements of M10 level or
- Six appropriate modules towards a National Diploma or
- Six appropriate modules towards an Advanced Diploma
- A Higher Engineering Tradesperson apprenticeship or equivalent

A special class engineering tradesperson level I works above and beyond a tradesperson at M9 and to the level of their training:

- provides trade guidance and assistance as part of a work team
- assists in the provision of training in conjunction with supervisors and trainers
- understands and implements quality control techniques
- works under general supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative task:

- exercising high precision trade skills using various materials and/or specialised techniques
- performing operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs
- installing repairing and maintaining, testing, modifying, commissioning and/or fault-finding on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems
- working on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits or working on complex or intricate interconnected electrical circuits.

OR

Activities associated with Level M9 and the following Team Leader activities:

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

OR, as a Responsible Tradesperson:

- performs duties at the level of a M9, works in discreet function and also performs a substantial contribution of the following:
- responsible for maintaining plant and equipment etc., in a defined remote country location/area and for determining the priorities of such work; and/or
- exercising judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge; and/or
- assessing and organising labour, tools, materials and equipment, etc.; and/or
- requisitioning materials/parts etc.; and/or
- completing and maintaining records and preparing reports; and/or
- oversighting a technical operation; and
- performing associated duties

9. WAGE GROUP: M7 - SPECIAL CLASS ENGINEERING TRADESPERSON

LEVEL II

A special class engineering tradesperson level II means a:

- special class engineering tradesperson (electrical/electronic) level II or
- special class engineering tradesperson (mechanical) level II or
- special class engineering tradesperson (fabrication) level II

Who has completed the following training requirements:

- Three appropriate modules in addition to the requirements of M8 level or
- Nine appropriate modules towards a National Diploma or
- Nine appropriate modules towards an Advanced Diploma
- an AQF Level 4 National Certificate or equivalent

An engineering tradesperson special class level II works above and beyond a tradesperson at M8 and to the level of their training:

- is able to provide trade guidance and assistance as part of a work team
- assists in the provision of training in conjunction with supervisors and trainers
- understands and implements quality control techniques
- works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level performs are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

- working on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof
- working on machinery or equipment which utilises complex electrical/electronic circuitry and controls
- working on instruments which make up a complex control system which utilises some combination of electrical electronic, mechanical or fluid power principles
- applying advanced computer numerical control techniques in machining or cutting or welding or Fabrication
- exercising intermediate CAD/CAM skills in the performance of routine modifications to programs
- working on complex or intricate interconnected electrical circuits at a level above M8
- working on complex radio/communication equipment.

The AQF Level 4 National Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

OR

Activities associated with Level M8 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);

- inspect and ensure the quality of work undertaken by employees;

- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;

- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;

- prepare and maintain records and incident reports;

- provide an overall on-the-job leadership role;

- exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;

- assist in the on-the-job training of employees;
- perform associated duties as directed.

OR, as a Responsible Tradesperson:

- performs duties at the level of a M8, works in discreet function and also performs a substantial contribution of the following:
- responsible for maintaining plant and equipment etc., in a defined remote country location/area and for determining the priorities of such work; and/or
- exercising judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge; and/or
- assessing and organising labour, tools, materials and equipment, etc.; and/or
- requisitioning materials/parts etc.; and/or
- completing and maintaining records and preparing reports; and/or
- oversighting a technical operation; and
- performing associated duties

10. WAGE GROUP: M6 – ADVANCED ENGINEERING TRADESPERSON

LEVEL I

An advanced engineering tradesperson level I means a:

- advanced engineering tradesperson (electrical/electronics) level I or
- advanced engineering tradesperson (mechanical) level I or
- advanced engineering tradesperson (fabrication) level

who has completed:

- 12 appropriate modules of a National Diploma or
- 12 appropriate modules of an Advanced Diploma or equivalent

An advanced engineering tradesperson level I works above and beyond an employee at M7 and to the level of their training:

- undertakes quality control and work organisation at a level higher than for M7
- provides trade guidance and assistance as part of a work team
- assists in the provision of training to employees in conjunction with supervisors/trainers
- performs maintenance planning and predictive maintenance work not in technical fields
- works under limited supervision either individually or in a team environment
- prepares reports of a technical nature on specific tasks or assignments as directed
- exercises broad discretion within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative task:

- working on combination of machines or equipment which utilises complex electronic, mechanical and fluid power principles
- working on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

OR

Activities associated with Level M7 and the following Team Leader activities:

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

OR, as a Responsible Tradesperson:

- performs duties at the level of a M7, works in discreet function and also performs a substantial contribution of the following:
- responsible for maintaining plant and equipment etc., in a defined remote country location/area and for determining the priorities of such work; and/or
- exercising judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge; and/or
- assessing and organising labour, tools, materials and equipment, etc.; and/or
- requisitioning materials/parts etc.; and/or
- completing and maintaining records and preparing reports; and/or
- oversighting a technical operation; and
- performing associated duties

11. WAGE GROUP: M5 - ADVANCED ENGINEERING TRADESPERSON

LEVEL II

An advanced engineering tradesperson level II means an:

- advanced engineering tradesperson (electrical/electronics) level II or
- advanced engineering tradesperson (mechanical) level II or
- advanced engineering tradesperson (fabrication) level II

who has completed:

- A National Diploma or
- 15 modules or 2nd year part time of an Advanced Diploma
- or equivalent

An advanced engineering tradesperson level II is a tradesperson who works above and beyond a tradesperson at M6 level and to the level of their training:

- provides technical guidance and/or advice within the scope of this level
- prepares reports of a technical nature on specific tasks and/or assignments as directed and/or within the scope of discretion at this level
- has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out the task
- assists in the provision of on-the-job training in conjunction with supervisors and/or trainers.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post-trade training to enable the employee to perform the particular indicative task:

- through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronics, mechanical or fluid power principles
- setting up, commissioning, maintaining and operating sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a M6 working on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry
- working on complex electronic or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

OR

Activities associated with Level M6 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);

- inspect and ensure the quality of work undertaken by employees;

- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;

- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;

- prepare and maintain records and incident reports;

- provide an overall on-the-job leadership role;
- exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;
- assist in the on-the-job training of employees;
- perform associated duties as directed.

OR, as a Responsible Tradesperson:

- performs duties at the level of a M6 works in discreet function and also performs a substantial contribution of the following:
- responsible for maintaining plant and equipment etc., in a defined remote country location/area and for determining the priorities of such work; and/or
- exercising judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge; and/or
- assessing and organising labour, tools, materials and equipment, etc.; and/or
- requisitioning materials/parts etc.; and/or
- completing and maintaining records and preparing reports; and/or oversighting a technical operation;
- and performing associated duties

12. WAGE GROUP: M4 – ENGINEERING ASSOCIATE LEVEL I

An Engineering Associate Level I means an employee who works above and beyond the level M5 and has successfully completed third year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:

(i) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work;

OR

(iii) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

OR

Activities associated with Level M5 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);
- inspect and ensure the quality of work undertaken by employees;

- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;

- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;

- prepare and maintain records and incident reports;

- provide an overall on-the-job leadership role;

- exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;

- assist in the on-the-job training of employees;

- perform associated duties as directed.

OR, as a Responsible Tradesperson:

- performs duties at the level of a M5 works in discreet function and also performs a substantial contribution of the following:

- responsible for maintaining plant and equipment etc., in a defined remote country location/area and for determining the priorities of such work; and/or

- exercising judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge; and/or

- assessing and organising labour, tools, materials and equipment, etc.; and/or

- requisitioning materials/parts etc.; and/or

- completing and maintaining records and preparing reports; and/or

- oversighting a technical operation; and

- performing associated duties

13. WAGE GROUP: M3 –ENGINEERING ASSOCIATE LEVEL II

An Engineering Associate Level II means an employee who works above and beyond the level M4 and has successfully completed an Advanced Diploma or the equivalent level of accredited training and is engaged in:

(i) forming draughting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an Engineering Associate at level M4;

OR

(ii) Possesses the skills of an Engineering Associate Level I in a technical field and exercises additional skills in a different technical field as defined.

OR

Activities associated with Level M4 and the following Team Leader activities:

- allocate and determine work priorities (this may include the requirement to set and prioritise work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken);
- inspect and ensure the quality of work undertaken by employees;
- advise group members in respect of the most appropriate procedures and safe work practices affecting the methods of work thereby ensuring employee and public safety at the worksite or location;
- ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained;
- prepare and maintain records and incident reports;
- provide an overall on-the-job leadership role;
- exercise judgement and advise on matters requiring the application of the employee's skills and knowledge;
- assist in the on-the-job training of employees;
- perform associated duties as directed.
- OR, as a Responsible Tradesperson:
- performs duties at the level of a M4 works in discreet function and also performs a substantial contribution of the following:
- responsible for maintaining plant and equipment etc., in a defined remote country location/area and for determining the priorities of such work; and/or
- exercising judgement and advising on matters requiring the application of the employee's trade and other skills and knowledge; and/or
- assessing and organising labour, tools, materials and equipment, etc.; and/or
- requisitioning materials/parts etc.; and/or
- completing and maintaining records and preparing reports; and/or
- oversighting a technical operation; and
- performing associated duties

14. OTHER CLASSIFICATIONS

Charge Plant Operator (Tradesperson)*

Plant Operator (Tradesperson)*
Assistant Plant Operator, Class 1*
Senior Shiploader Operator (Tradesperson)
Assistant Plant Operator, Class 2*
Shiploader Operator (Tradesperson)
Rigger, Marine and Harbours*
Assistant Plant Operator, Class 3*
Plant Operator (Tradesperson)
Plant Serviceperson
Shiploader operator

*Indicates present occupants only
Note: The foregoing classifications have not at present been translated into the new levels that became operative from 5 February 1991.

SCHEDULE B - ADULT WAGE RATES

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

Level	*Total wage*
	$
M3	1,494.50
M4	1,416.10
M5	1,375.60
M6	1,344.30
M7A	1,308.10
M7	1,267.80
M8	1,226.90
M9	1,189.40
M10	1,148.60
M11	1,112.30
M12	1,084.70
M13	1,056.90
M14	1,023
M15	1,023
Plant Operator (Tradesperson)	1,197.50
Plant Service Person	1,063.40

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.

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.

APPLICATIONS FILED

Case No	*Description*
01644/2007	NEW AWARD New Award made and varied. Opdate 01/04/2007.
05177/2007	AWARD VARIATION Award varied. Cl. 22 Allowances & Special Rates, Sch. B Adult Wage Rates re flow-on of AFPC 2006 wage decision. Opdate ppc 01/12/2006.
00096/2008	AWARD REVIEW S99 Award varied. Cl. 21 Adult Apprentice Rates of Pay (opdate ppc 01/01/2008), Cl. 6 Coverage of Award (title only), Cl. 22 Allowances & Special Rates, Sch. B Adult Wages Rates (opdate 01/04/2008) re reference to State Minimum Award Wage and SWC 2007.
00823/2008	AWARD VARIATION Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 35 Supported Wage System re Minimum Standard. Opdate ppc 01/01/2008.
06072/2008	AWARD VARIATION Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2008. Opdate ppc 01/10/2008.
06372/2008	AWARD VARIATION Award varied. Cl. 7 Parties Bound re inclusion of SAMFS. Opdate 20/10/2008.
05781/2009	AWARD VARIATION Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2009. Opdate ppc 01/10/2009.
04694/2010	AWARD VARIATION Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2010. Opdate ppc 01/10/2010.
04451/2011	AWARD VARIATION Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2011. Opdate ppc 01/10/2011.
05903/2011	AWARD VARIATION Award varied. Cl. 15.2 Casual Employment re MSR Casual Loading Case. Opdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
02799/2012	AWARD VARIATION Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2012. Opdate ppc 01/07/2012.
03318/2013	AWARD VARIATION Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2013. Opdate ppc 01/07/2013.

Case No *Description*

04285/2014 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2014. Opdate ppc 01/07/2014.

06612/2015 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2015. Opdate ppc 01/07/2015.

3225/2016 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2016. Opdate ppc 01/07/2016.

3283/2017 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2017. Opdate ppc 01/07/2017.

4262/2018 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2018. Opdate ppc 01/07/2018.

ET-19-01422 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2019. Opdate ppc 01/07/2019.

ET-19-00715 S99 REVIEW OF AWARD
Award varied. Cl. 2 Arrangement, Cl. 3 Anti-Discrimination, Cl. 7 Parties Bound, Cl. 9 Relationship with Other Awards, Cl. 10 Enterprise Flexibility, Cl. 13 Dispute Resolution Procedure, Cl. 15 Employment Categories, Cl. 16 Notice of Termination, Cl. 33 Long Service Leave, Cl. 34 Jury Service, Cl. 35 Public Holidays, Cl. 36 Supported Wage System, Cl. 37 Redundancy, Sch. B Adult Wage Rates. Opdate 01/10/2019.

ET-21-00552 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 36 Supported Wage System, Sch. B Adult Wages Rates re SWC 2020 (wages). Opdate ppc 01/07/2020.

ET-21-00552 AWARD VARIATION
Award varied. Cl. 22 Allowances & Special Rates re SWC 2020 (allowances). Opdate ppc 01/07/2020.

ET-22-00821 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2021. Opdate ppc 01/07/2021.

ET-23-00803 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2022. Opdate ppc 01/07/2022.

Case No *Description*

ET-23-05990 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2023. Opdate ppc 01/07/2023.

ET-24-05140 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2024. Opdate ppc 01/07/2024.

ET-25-02729 AWARD VARIATION
Award varied. Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2025. Opdate ppc 01/07/2025.

ET-26-04300 AWARD VARIATION
Award varied. Cl 20 Apprentice Rates of Pay, Cl. 21 Adult Apprentice Rates of Pay, Cl. 22 Allowances & Special Rates, Cl. 35 Supported Wage System, Sch. B Adult Wages Rates re SWC 2026. Opdate ppc 01/07/2026.