



**GOVERNMENT STORES EMPLOYEES  
INTERIM AWARD**

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

**PART A - PROCEDURAL**

OPDATE 16:06:94 1st pp on or after

**Clause A1. Title**

OPDATE 21:08:92 1st pp on or after

This award shall be known as the Government Stores Employees Interim Award.

**Clause A2. Arrangement**

OPDATE 16:02:2018 on and from

This award is arranged as follows:

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**Clause A3. Scope and Persons Bound**

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(a) Except as provided in subclause (b) hereof, this award shall be binding upon the Chief Executive, Department of the Premier and Cabinet, the South Australian Health Commission, Hospitals, Health Units or Health Centres currently or hereinafter incorporated pursuant to the South Australian Health Commission Act, the Australian Liquor, Hospitality and Miscellaneous Workers Union (South Australian Branch), the National Union of Workers (South Australian Branch) and persons engaged or employed by the employer(s) in the callings of storepersons and/or packers whether members of an association or not.

(b) This award shall not be binding upon those persons who at the time of making this award were subject to an Industrial Agreement within the meaning of Schedule 1 Transitional Provisions of the **Fair Work Act 1994** or an Enterprise Agreement under the said Act.

(c) Employees bound by this award shall be exempt from the provisions of the Government Stores Employees Etc., Award, the Public Hospitals (General) Etc., Ancillary Employees Award and the Public Hospitals (Psychiatric) Etc., Ancillary Employees Award.

**Clause A4. Locality**

#OPDATE 21:08:92 1st pp on or after

This award shall apply throughout the State of South Australia.

**Clause A5. Duration**

#OPDATE 21:08:92 1st pp on or after

This award shall come into operation on and from 21 August 1992, and shall remain in force for a period of three months.

**Clause A6. Work Level Definitions**

#OPDATE 21:08:92 1st pp on or after

**STOREPERSON TRAINING LEVEL**

- \* Employees at this level will acquire, predominantly through on-the-job training, the basic skills and knowledge necessary to perform a range of activities, applicable to the base level of work for which they have been recruited, in more than one stream where appropriate.
- \* Appointment to this level will be for a maximum period of three months.
- \* Employees will be provided with information about the conditions of work, policies, procedures and objectives of the agency concerned.
- \* Information will be provided with regard to Occupational Health and Safety regulations, procedure and legislation and Equal Employment Opportunity and practice.
- \* Direct instruction and monitoring by a skilled and experienced employee will be provided to employees at this level.

**STOREPERSON LEVEL 1**

Employees at this level will be required to perform a range of routine and higher level operative tasks:

Work at this level is characterised by the following:

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

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

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

**STOREPERSON LEVEL 2**

Employees at this level will be required to perform either:

- \* A range of higher level operative tasks which are above and beyond the skill and knowledge of an employee at level 1.

Work at this level is characterised by the following:

- . tasks performed require skill specialisation and/or extensive training,
- . may require the set up, program and operation of machinery, equipment and/or facilities,
- . performed under limited direction,
- . an ability to determine and appraise methods of work organisation,

- . the implementation of detailed directions and procedures,
- . provide assistance and guidance within their level of expertise to other employees,
- . assist in the provision of on the job training,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or team member,
- . may from time to time perform work of a lower level.

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

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

OR

\* Activities associated with Level 1 and the following:

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

### STOREPERSON LEVEL 3

Employees at this level will be required to either:

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

Work at this level is characterised by the following:

- . understand and apply quality control techniques to a level equivalent to their skill and knowledge,
- . may require the set-up, program and operation of complex machinery, equipment and/or facilities requiring the exercise of skill and knowledge beyond that of an employee at level 2,
- . performed under broad guidelines,
- . a capacity to programme detailed work functions,
- . the ability to interpret complex instructions and procedures,
- . the provision of trade or trade equivalent guidance and assistance within their area of expertise to other employees,
- . tasks performed are relevant to a particular worksite or location and are performed either as an individual or as team member,
- . may from time to time perform work of a lower level or incidental to their area of expertise.

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

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

OR

Activities associated with Level 2 and the following:

- . allocate, and determine work priorities.

(This may include the requirement to set and prioritize work parameters for operative employees of the same or of a higher level within the scope of the activity being undertaken.)

- . inspect and ensure the quality of work undertaken by employees,
- . advise group members 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 non discriminatory policies, practices and procedures are followed, and that employees work in a harassment free environment,
- . ensure that labour, tools, materials and equipment are available, used efficiently and where appropriate, are properly maintained,
- . prepare and maintain records and incident reports,
- . provide an overall on the job leadership role,
- . exercise judgement and advise on matters requiring the application of his/her skills and knowledge,
- . assist in the on-the-job training of employees,
- . perform associated duties as directed.

#### STOREPERSON LEVEL 4

Employees at this level will be required to perform activities associated with Level 3 and the following:

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

#### **Clause A7. Savings**

#OPDATE 16:06:94 1st pp on or after

Nothing in this Award shall be deemed or construed to reduce the wages or allowances or to alter unfavourably the conditions of employment applying immediately prior to the commencement of operation of any provisions of this award which are not specifically provided herein.

**PART B - RATES OF PAY**

#OPDATE 21:08:92 1st pp on or after

**Clause B1. Rates of Pay**

#OPDATE 21:08:92 1st pp on or after

(i) Except as elsewhere provided in this award, an employee shall be paid at the rate of pay prescribed in the attached Schedule 1 for the classification level in which the employee is employed.

(ii) An employee shall progress by annual increment until the relevant maximum rate is reached for the appropriate classification.

**Clause B2. Payment of Wages**

#OPDATE 21:08:92 1st pp on or after

Payment of wages shall be made by direct transfer into an employee's bank or other recognised financial institution account.

**PART C - TERMS OF ENGAGEMENT**

#OPDATE 21:08:92 1st pp on or after

**Clause C1. Contract of Employment**

OPDATE 01:01:2012 1st pp on or after ((c) Casual Employment)

**(a) Weekly Employment**

Except as hereinafter provided employment shall be by the week. An employee not specifically engaged on a part-time basis or as a casual employee shall be deemed to be employed by the week.

**(b) Part-Time Employment**

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

(ii) An employee engaged on a part-time basis shall be entitled to receive pro-rata entitlement to sick leave, annual leave, bereavement leave and public holidays.

**(iii) Additional Hours**

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

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

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

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

(viii) Where an employee's application is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in Clause G1.

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

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

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

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

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

(xii) An employee may seek to have any dispute as to the appropriate number of additional hours to be offered as substantive hours resolved through the Grievance and Dispute Settling Procedure set out in Clause G1.

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

(c) Casual Employment

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

(ii) A casual employee shall be paid per hour worked one thirty-eighth of the weekly rate prescribed by this award for the work performed and a twenty (20) per cent casual loading shall be applied to the actual hours worked to compensate for the lack of sick and annual leave entitlements and payment of public holidays not worked.

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

22% from the first full pay period commencing on or after 1 January 2012;

23% from the first full pay period commencing on or after 1 July 2012;

24% from the first full pay period commencing on or after 1 July 2013; and

25% from the first full pay period commencing on or after 1 July 2014.

(iii) Any casual employee engaged and paid in accordance with this clause:

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

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

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

(iv) The employer of an eligible employee must notify the employee in writing of the provisions of subclause (c)(iii) within 4 weeks of the employee completing the 12 month qualifying period.

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

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

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

(viii) Where an employee’s election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute settling Procedure set out in Clause G1.

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

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



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

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

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

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

(d) Temporary Employment

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

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

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

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

(v) The employer of an eligible employee must notify the employee in writing of the provisions of (d)(iv) prior to the expiration of the employee's current contract.

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

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

(viii) Where an employee's election to convert to permanent employment is not agreed to and the employee considers that in not agreeing the employer has acted unreasonably, the employee may seek to have the dispute resolved through the Grievance and Dispute Settling Procedure set out in Clause G1.

(iv) Where an eligible employee's election to convert to permanent status is agreed to:

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

- (B) hours worked in respect of a special event/s or other “one-off” project/s, particularly (but not only) where the funding for such an event/s or project/s is separate and individual funding that is not controlled by the South Australian Government and is provided for the specific event/s or project/s only, will not be included in calculating the preceding 12 months average hours even if such special event/s or project/s extends beyond 12 months.
- (C) appropriate working arrangements, including the configuration of the hours of duty, will be determined by the employer having regard to the employee’s patterns of employment during the 12 month qualifying period and operational requirements.

(e) Absence from Duty

An employee who is absent from duty shall not be entitled to payment in respect of time of such absence except in respect of days for which the employee is eligible for paid leave granted by the employer.

(f) Termination of Employment

(i) Employment may be terminated by one week's notice given by either party, which notice may be given at any time provided that the termination of the employment shall take effect at the end of a day's work or by the payment or forfeiture (as the case may be), of a week's wage; provided that nothing herein contained shall derogate from the employer's right at common law to dismiss an employee without notice for malingering, misconduct, or other sufficient cause.

(ii) Where an employee has given or been given notice as aforesaid he/she shall continue in employment until the date of the expiration of such notice. An employee who, having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on the employee) absents themselves from work during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done by him/her within that period. Provided that where an employer has given notice as aforesaid, an employee on request, shall be granted leave of absence without pay for one day in order to look for alternative employment.

(iii) Where Agency, Hospital or Health Unit works, or a section of the works are closed down for the purpose of allowing annual leave to all or the bulk of the employees concerned, the Agency, Hospital or Health Unit may stand off for the duration of the close down all employees on the works or section of the works concerned, and allow a full period of leave to employees qualified for such a period of leave and to those who are not so qualified, paid leave on a proportionate basis to the completed months of the employee's continuous service.

(iv) If an employee is justifiably dismissed for any reason he/she shall be entitled to payment for work performed in that week proportionate to the time worked but to that only.

(g) Abandonment of Employment

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

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

(iii) In these circumstances, any monies in hand to the extent of a week's wage will then be forfeited in lieu of notice.

(h) Direction of Employees

(i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.

(ii) 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.

(iii) Any direction issued by an employer pursuant to placitum (i) and (ii) of this sub-clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(i) Higher Duties

An employee from time to time may be offered work at a higher classification level for up to twelve months duration, during which time an extension to a maximum of a further twelve months may occur. Upon the completion of the mutually agreed period of time the employee will revert to their previous classification level. Prior to the commencement of the higher level duties, agreement in writing between the employer and employee will be obtained regarding the period of time, rate of pay and classification level.

(j) Mixed Functions

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

**PART D - HOURS OF WORK**

#OPDATE 21:08:92 1st pp on or after

**Clause D1. Hours of Work - Day Workers**

#OPDATE 21:08:92 1st pp on or after

(a) Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (i) 38 hours within a work cycle not exceeding seven consecutive days;
- (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

(b) The ordinary hours of work prescribed in (a) above may be worked;

- (i) on any day or all of the days of the week, Monday to Friday; or,
- (ii) according to roster over 6 or 7 days per week as required.

(c) The ordinary hours of work prescribed herein shall 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 spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant, workshop, depot, section or sections concerned.

(d) The ordinary hours of work prescribed herein may not exceed 10 hours on any day; provided that:-

(i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the sections concerned, and;

(ii) by arrangement between an employer, the union or unions concerned and the majority of employees in the plant or worksite, depot, section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:-

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

- (2) Proper health monitoring procedures being introduced;
- (3) Suitable roster arrangements being made; and
- (4) Proper supervision being provided.

(e) The ordinary working hours shall be an average of thirty eight (38) hours per week, which shall be worked in accordance with the basis set out in subclause (a) of this Clause and shall be determined as follows:

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each week; or
- (iii) by fixing one weekday on which all employees will be off during a particular work cycle; or

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

**Clause D2. Meal Breaks**

#OPDATE 21:08:92 1st pp on or after

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

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

(c) Where an employee is unable to take a meal break after five hours have elapsed such employee shall be paid 50 per cent more than such employees ordinary rate until a meal break is commenced.

(d) The payment prescribed in subclause (c) herein shall not be payable if the meal break is not taken due to a request by or on behalf of the employee.

### Clause D3. Public Holidays

#OPDATE 16:06:94 1st pp on or after

(A) Payment

(i) An employee shall be paid at the ordinary rate of pay for any of the following Public Holidays which occur during his/her employment:-

New Year's Day  
the third Monday in May  
Australia Day  
Queen's Birthday  
Good Friday  
Labor Day  
the day after Good Friday  
Christmas Day, and Commemoration day  
Easter Monday  
Anzac Day

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

For the purpose of this subclause, the following payments where applicable shall be included in determining the amount so payable for public holidays:-

(a) Award rate of pay for appropriate classification.

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

(ii) A shift worker whose rostered day off falls on a public holiday, that day being a Monday to Friday inclusive, shall receive an extra days pay in respect of such day.

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

(iv) Where an employee works on any public holiday for the whole of his/her usual daily working hours he/she shall:-

(a) In the case of an employee who is required to work on active duty for seven days a week be paid at the rate of time and a half and allowed an additional day to his/her annual leave or pro rata leave as the case may be provided that such an employee shall be paid at the rate of double time and a half for all public holidays worked in excess of seven per annum.

(b) In the case of any other employee be paid at the rate of double time and a half: - or

(c) Where employees so request, a day in lieu may be granted at the convenience of the employer and in addition payment at the rate of time and a half instead of payment being made at the rate of double time and a half.

(B) Public Holidays Occurring During Annual Leave

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

(ii) Where a public holiday does not fall on a normal working day (i.e., any Monday to Friday) during a period when an employee is on annual leave, the period of leave shall not be extended. However if a shift worker would have worked on that day had he/she not been on leave, then the appropriate public holiday penalty shall be included in the annual leave loading calculation in accordance with Clause H1 (D)(ii).

(C) Public Holidays Occurring during Absence on Workers Compensation

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

(D) Programmed Day Off

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

**Clause D4. Travelling Time**

#OPDATE 16:06:94 1st pp on or after

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

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

(3) "Home" for the purposes of this Clause shall mean the place where the employees stayed the night.

(4) For the purposes of this Clause travelling time shall not include:-

(a) Time spent travelling from the employee's home to his/her normal headquarters or from those headquarters to home.

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

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

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

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

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

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

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

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

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

**PART E - LEAVE**

#OPDATE 16:06:94 1st pp on or after

**Clause E1. Annual Leave**

OPDATE 21:02:2006 on and from

**(A) Period of Leave**

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

(i) If employed other than as a seven day week worker:

Four weeks annual leave with pay.

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

Five weeks annual leave with pay

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

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

(iii)(c) A period is defined as any time rostered as a seven day week worker which includes a Sunday and/or a Public Holiday as part of the ordinary hours of duty.

(iv) Time of Taking Annual Leave

(a) Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in E7.

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

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

(d) 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.

(v)(a) The monthly rate at which annual leave accrues is:

(b) In respect to an employee entitled to 5 weeks annual leave, the monthly rate at which annual leave accrues is 15.83 hours (190 hours/12 months).

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

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

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

**(B) Employees Stationed in Remote Areas**

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

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

#### (C) Payment for Period of Annual Leave

Each employee before going on leave shall be paid the ordinary rate of pay he/she would have received in respect of ordinary time he/she would have worked had he/she not been on leave during that period. Provided that, where an employee who transfer from one project to another in order to maintain continuity of employment, and where such employee has, during the twelve months prior to the date upon which he/she commences leave, been employed in a classification carrying a higher rate of pay than his/her existing classification for an aggregate of 130 working days or more in continuous periods of not less than on completed month on each occasion, payment shall be made at that higher rate of pay. For the purposes of this subclause the following payments, where applicable shall be included in determining the amount so payable for annual leave.

- (i) Award rate of pay for the appropriate classification.
- (ii) Certain award allowances, eg leading hand, industry allowance, multi-storey allowance, first-aid allowance.

#### (D) Annual Leave Loading

In addition to the payments prescribed by subclause (C) each worker shall be paid a loading on annual leave as follows:

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

either

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

or

the penalties he/she would have received had he/she worked and not been on leave during the relevant period, whichever is the greater.

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

either

a loading of 20 per cent calculated on the total of subclause (C)(i), and (C)(ii) hereof, where applicable,

or



the weekend and shift penalties he/she would have received had he/she worked and not been on leave during the relevant period, whichever is greater.

(iii) an employee who is employed for part of a year as a shift worker or a seven day week worker may be paid a loading of 17.5 per cent plus the difference between the 17.5 per cent and 20 per cent loadings calculated on a pro rata basis in

respect to complete months worked as a shift worker or a seven day week worker.

(E) Payment for Annual Leave

Each employee before going on annual leave shall be paid the wages due to him/her for the period for which he/she is entitled to leave pursuant to subclauses (A),(B), and (C) hereof.

(F) Notice of Annual Leave

Whenever an employee is required to take annual leave by the employer, he/she shall be given at least four weeks notice of leave.

(G) Termination

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

(H) Other than Termination

An employer may grant to an employee any pro rata leave which may have accrued to the employee's pursuant to the employee's credit pursuant to the provisions of subclause (A)(v) notwithstanding that the employee's engagement is not being terminated.

(I) Payment

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

(J) Sickness During Annual Leave

An employee who is sick while on annual leave and who produces a medical certificate or other satisfactory evidence, covering the period of illness, shall be entitled to convert such period to paid sick leave provided that the employee has sufficient sick leave credit to do so. In these circumstances the employee shall be recredited with the annual leave during which the illness occurred and for which sick leave was subsequently taken.

### **Clause E2. Parental Leave**

OPDATE 21:02:2006 on and from

(A) Definitions

In this clause, unless the contrary intention appears:

- (i) **Adoption** includes the placement of a **child** with a person in anticipation of, or for the purposes of, adoption.
- (ii) **Adoption leave** means adoption leave provided under (C)(iv)

- (iii) **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.
- (iv) **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.
- (v) **Extended adoption leave** means **adoption leave** provided under (C)(iv)(b).
- (vi) **Extended paternity leave** means **paternity leave** provided under (C)(iii)(b).
- (vii) **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- (viii) **Maternity leave** means maternity leave provided under (C)(ii).
- (ix) **Medical certificate** means a certificate as prescribed in (E)(i).
- (x) **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- (xi) **Paternity leave** means paternity leave provided under (C)(iii).
- (xii) **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- (xiii) **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).
- (xiv) **Short adoption leave** means **adoption leave** provided under (C)(iv)(a).
- (xv) **Special adoption leave** means **adoption leave** provided under (J).
- (xvi) **Special maternity leave** means **maternity leave** provided under (I)(i).
- (xvii) **Spouse** includes a defacto spouse or a former spouse.

(B) Employer's responsibility to inform

On becoming aware that:

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

an employer must inform the employee of:

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

(C) Eligibility for and entitlement to parental leave

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

- (a) For the purposes of this clause *continuous* service is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).
- (b) An employer must not fail to re-engage a casual employee because:
- (i) the employee or the employee's *spouse* is pregnant; or
  - (ii) the employee is or has been immediately absent on *parental leave*.
- (c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (ii) An employee who becomes pregnant is, on production of the required *medical certificate*, entitled to up to 52 weeks of *maternity leave*.
- (iii) A male employee is, on production of the required *medical certificate*, entitled to one or two periods of *paternity leave*, the total of which must not exceed 52 weeks, as follows:
- (a) An unbroken period of up to one week at the time of the birth of the *child*.
  - (b) A further unbroken period of up to 51 weeks in order to be the *primary care-giver* of the *child* (to be known as *extended paternity leave*).
- (iv) An employee is entitled to one or two periods of *adoption leave*, the total of which must not exceed 52 weeks, as follows:
- (a) An unbroken period of up to three weeks at the time of the placement of the *child* (to be known as *short adoption leave*).
  - (b) A further unbroken period of up to 49 weeks in order to be the *primary care-giver* of the *child* (to be known as *extended adoption leave*).
- (D) Qualifications on entitlements and eligibility
- (i) An employee engaged upon casual or seasonal work is not entitled to *parental leave*.
- (ii) 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.
- (iii) The entitlement to *parental leave* is reduced:
- (a) In the case of *maternity leave*, by any period of *extended paternity leave* taken by the employee's spouse and/or by any period of *special maternity leave* taken by the employee.
  - (b) In the case of *extended paternity leave*, by any period of *maternity leave* taken by the employee's *spouse*.
  - (c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the employee's *spouse*.
- (E) Certification Required
- (i) 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.

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

(a) *Parental leave*

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

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

(b) *Adoption leave*

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

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

(F) Notice requirements

(i) Maternity leave

(a) An employee must:

(i) Not less than 10 weeks before the expected date of birth of the *child*, give notice in writing to 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 clause (E) within two weeks after the change takes place.

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

(ii) Paternity leave

An employee must:

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

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

(iii) Adoption leave

An employee must:

- (a) On receiving notice of approval for *adoption* purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of *adoption leave* the employee proposes to take.
- (b) In the case of a *relative adoption*, so notify the employer on deciding to take a *child* into custody pending an application for *adoption*.
- (c) As soon as the employee is aware of the expected date of placement of a *child* for *adoption* purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of *short adoption leave* to be taken.
- (d) At least 10 weeks before the proposed date of commencing any *extended adoption leave*, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(iv) 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.

## (G) Taking of parental leave

- (i) 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*.
- (ii) 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.
- (iii) Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.
- (iv) 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.
- (v) Subject to (D) 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.
- (vi) 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.
- (vii) Where leave is granted under (G), 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.
- (viii) *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.
- (ix) *Adoption leave* cannot extend beyond the *child's* fifth birthday.

- (x) **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.
- (xi) Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with (O).
- (H) Variation and cancellation of parental leave
- (i) Without extending an entitlement beyond the limit set by (C), **parental leave** may be varied as follows:
- (a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
- (b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- (ii) **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.
- (iii) 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.
- (iv) **Parental leave** may be cancelled by agreement between the employer and the employee.
- (I) Special maternity leave and personal leave
- (i) If:
- (a) an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under E3; 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 (C)(ii) and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.
- (ii) 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**.
- (iii) 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.
- (iv) 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.

## (J) Special adoption leave

- (i) 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**.
- (ii) 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.
- (iii) The leave under this clause (J) is to be known as **special adoption leave** and does not affect any entitlement under (C).
- (iv) **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.
- (v) Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

## (K) Transfer to a safe job - maternity leave

- (i) 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.
- (ii) 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.
- (iii) Leave under this clause (K) will be treated as **maternity leave**.

## (L) 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:

- (i) Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- (ii) Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

## (M) Communication during parental leave

- (i) 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**.
- (ii) 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.
- (iii) 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 (M)(i).

## (N) Return to work after parental leave

- (i) 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*.
- (ii) 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.
- (iii) 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.
- (iv) 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.

## (O) Right to request

- (i) An employee entitled to *parental leave* pursuant to clause E2(C), may request the employer to allow the employee:
  - (a) to extend the period of simultaneous unpaid leave provided for in clause (C)(iii)(a) and (C)(iii)(b) up to a maximum of eight weeks;
  - (b) to extend the period of unpaid *parental leave* provided for in (C)(ii) 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.
- (ii) 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.
- (iii) The employee's request and the employer's decision made under (O)(i)(b) and (O)(i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under (O)(i)(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*.

## (P) Termination of employment

- (i) An employee on *parental leave* may terminate their employment at any time during the period of leave by giving the required notice.
- (ii) 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.

## (Q) Replacement employees

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



(ii) 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 E3. Personal Leave – Injury and Sickness

OPDATE 23:12:2009 1<sup>st</sup> pp on or after

#### (A) Entitlement to Personal Leave

An employee on weekly hire who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction to his/her ordinary rate of pay, subject to the following conditions and limitations:-

(i) An employee shall not be entitled to paid leave absence for any period in respect of which he/she is entitled to workers compensation.

(ii) An employee shall within 24 hours of the commencement of such absence inform the officer in charge of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) An employee shall prove to the satisfaction of the employer that he/she was unable, on account of such illness or injury, to attend for duty, and as far as practicable state the nature of the illness or injury and the estimated duration of the absence.

(iv) An employee shall not be granted paid leave of absence if the inability to work is the result of his/her own misconduct.

#### (b) Employees working 7.6 ordinary hours per day

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

(c) Employees working less than 8 ordinary hours on one or more days each week (eg., 8 hours on 4 days and 6 hours on the fifth day of the week) The employee shall be debited 8 hours for each full day of 8 hours absence and 6 hours for each full day of 6 hours absence.

#### (vi) Exceptions

##### (a) 7 day week employees

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

##### (b) Part time employees

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

(c) Employees covered by exceptions (a) and (b) above, during their first year of service shall not be granted more than one twelfth of the personal leave to which they are entitled for each complete month of service.

#### (B) Payments Applicable During Personal Leave

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

(i) Award rate of pay for appropriate classification

(ii) Certain award allowances e.g. leading hand, industry allowance, (where paid for all purposes), first-aid allowances.

#### (C) Production of Medical Certificates

The following conditions apply to the production of medical certificates:-

(i) Absences for Periods of Three Days or Less

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

(ii) Absences for Periods Exceeding Three Days

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

(iii) Employees Living in Departmental Camps Located in Remote Areas

Where an employee who is living in a Departmental camp remote from any town is absent on personal leave, the Department may waive the necessity for the production of a medical certificate on the certificate of the supervisor or employer in charge of the camp that he/she is satisfied that the employee was unable to work on account of sickness (not being due to the employees own misconduct) on the days for which personal leave is claimed.

This sub-section only applies to employees living in camps remote from any town where it is impracticable for a medical certificate to be obtained.

(iv) Certificates Acceptable for Personal Leave Purposes

(a) The certificate of a legally qualified medical practitioner (doctor) shall be accepted for any period of personal leave absence.

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

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

(d) A health practitioner shall mean a registered chiropractor, registered dentist, registered optician, registered occupational therapist, registered physiotherapist, registered podiatrist, registered psychologist and registered speech pathologist.

(D) Sickness During Currency of Other Leave

Long Service Leave

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

**Clause E4. Special Leave With Pay**

OPDATE 21:02:2006 on and from

(a) Entitlement

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

(ii) Special leave shall be taken in whole days.

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

## (b) Bereavement Leave

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

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

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

(ii) Unpaid entitlement to leave

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

(iii) Effect of other leave

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

## (c) Moving House

If this leave is sought for the purpose of moving house, one day shall be granted providing that:

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

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

(iii) where the spouse of an employee is also an employee of the State only one person is to be granted special leave with pay.

(iv) special leave with pay is not to be granted at more frequent intervals than three (3) years.

#### **Clause E5. Leave Without Pay**

#OPDATE 16:06:94 1st pp on or after

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

(b) All leave without pay shall be applied for and recorded in working days.

(c) Where an employee who is a contributor to the South Australian Superannuation Fund is contemplating making application for leave without pay which is likely to exceed six (6) months, he/she shall provided details of his/her proposals to the Superannuation Board and receive the Superannuation Board's reply before submitting his/her application to the Chief Executive Officer for consideration.

#### **Clause E6. Trade Union Training Assistance/Leave**

#OPDATE 16:06:94 1st pp on or after

The employer shall authorise attendance by employees of the Government at Trade Union Training courses subject to the following conditions:

(a) Employees Eligible

Employees of the Government eligible for nomination to attend courses are those persons who are members a Trade Union (including an organisation recognised pursuant to Section 76 of the Government Management and Employment Act).

## (b) Training Institutions

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

Australian Council for Union Training  
 South Australian Council for Union Training  
 Workers Educational Association of South Australia Incorporated

## (c) Nominations for Attendance

All nominations for attendances at courses must be made by a Trade Union (including organisations recognised pursuant to Section 76 of the Government Management and Employment Act) of which the employee is a member.

## (d) Approval for Nominees

Approval is subject to:

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

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

## (e) Extent of Support

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

## (f) Extent of Support (Part Time Employees)

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

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

## (g) Programmed Day Off

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

### Clause E7. Personal Leave To Care For A Family Member

OPDATE 21:02:2006 on and from

## (A) Definitions

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

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

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

(iii) **Personal leave** means leave provided for in accordance with clause E3.

(B) Paid Personal Leave To Care For A Family Member

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

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

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

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

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

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

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

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

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

(C) Unpaid personal leave to care for a family member

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

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

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

(D) Single Day Absences

Single day absences may be taken for **personal leave to care for a family member** as provided for in Clause E1(A)(iv) "Time of Taking Annual Leave".

**(E) Casual employees caring responsibilities**

- (i) Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in E7 and E4(b) Bereavement Leave, casuals are entitled to not be available to attend work, or to leave work:
- (a) to care for a member of their *family* who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (b) upon the death of a *family* member.
- (ii) The period for which the employee will be entitled to not be available to attend work for each occasion in clause E7(E)(i) is:
- (a) the period agreed upon between the employer and the employee; or
  - (b) up to 48 hours (or 2 days) per occasion.
- (iii) The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- (iv) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (v) This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

**PART F - ALLOWANCES, PENALTIES AND SHIFT PROVISIONS**

OPDATE 16:06:94 1st pp on or after

**Clause F1. Shift Work**

OPDATE 16:06:94 1st pp on or after

**(a) Definitions**

For the purposes of this Clause:

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

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

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

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

**(b) Hours - Continuous Work Shifts**

This sub-clause shall apply to shift workers on continuous work as defined. The ordinary hours of shift workers shall average 38 per week and shall not exceed 152 hours in twenty-eight consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period exceeding 28 consecutive days.

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

(i) Subject to placitum (iii) of this subclause, a shift shall consist of not more than 10 hours. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned;

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

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

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

(2) Proper health monitoring procedures being introduced;

(3) Suitable roster arrangements being made; and

(4) Proper supervision being provided.

**(c) Hours - Other than Continuous Work**

This subclause shall apply to shift workers not upon continuous work as defined. The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

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

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

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

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

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each twenty-four hours.

Provided that:

(i) Subject to placitum (iii) of this subclause, the ordinary hours of work prescribed herein shall not exceed 10 hours on any day;

(ii) in any arrangement of ordinary working hours where the ordinary hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees concerned, and;

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

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

(2) Proper health monitoring procedures being introduced;

(3) Suitable roster arrangements being made; and

(4) Proper supervision being provided.

(d) The ordinary working hours shall be an average of thirty eight (38) hours per week, which shall be worked in accordance with the basis set out in subclause (a) and (c) of this Clause and shall be determined as follows:

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

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

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

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

(e) Rosters

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

(f) Variation by Agreement

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

(g) Afternoon or Night Shift Allowances

(i) A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than such employee's ordinary rate.

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

(iii) An employee who:-

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

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



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

shall during such engagement, period or cycle be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift, but these provisions shall not apply to an employee who continues to work night shift, at his/her own request.

(iv) A shift worker who works on other than a rostered shift (as defined) shall be paid for each such shift 50 per cent for the first 3 hours thereof and 100 per cent for the remaining hours thereof in addition to such employee's ordinary rate. Such rate shall be in substitution of, and not cumulative upon the shift premiums prescribed in placitum's (i), (ii) and (iii) hereof.

(h) Daylight Saving

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

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

(ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall 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 thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

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

### **Clause F2. Overtime**

OPDATE 23:12:2006 1st pp on or after

(a) Requirement to Work Reasonable Overtime

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

(b) Payment for Working Overtime

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

(ii) Shift workers, for all time worked in excess of or outside ordinary hours from Monday to Saturday the rates of pay shall be time and a half for the first 3 hours and double time thereafter and double time for Sunday;

except in each case when the time is worked;

(a) by arrangement between the employees themselves;

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

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

(d) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause e(iii) of Clause C1 "Contract of Employment".

Provided that when notice has been given, not less than equal to the period of the shift, to the employer by a relief employee that he/she will be absent from work and the employee who he/she should relieve is not relieved and is required to continue work on his/her rostered day off, the unrelieved employee shall be paid double time.

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

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

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

(vi) Casual and part-time employees shall not be entitled to payment at overtime rates unless the daily hours exceed the ordinary hours on which full-time employees are engaged or where the hours worked exceed the hours prescribed in Clause D1 Hours of Work or Clause E1 Shift Work herein.

(vii) All authorised time worked by casual and part-time employees in excess of ordinary hours of full time employees on any day shall be paid at the rate of time and a half for the first 3 hours and double time thereafter in accordance with examples prescribed in Department of the Premier and Cabinet - Conditions of Employment Manual for Weekly Paid Employees or in S.A. Health Commission - Terms and Conditions of Service for Weekly Contract of Hire.

(viii) The hourly rate, when computing overtime shall 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.

(ix) For the purposes of this Clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with the hours clauses of this Award.

(c) Rest Period After Overtime

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

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

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

(d) Call Back

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

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

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

(iv) Where an employee is recalled to duty, he/she shall be paid overtime as from the time he/she leaves his/her home until he/she returns.

## (e) Time Off In Lieu

Payment shall be made for overtime worked as prescribed in subclause (b) (i) herein, except when during the same pay period in which the overtime is worked an employee requests equivalent time off in lieu thereof, and in such case the time off in lieu shall be granted at a time which is mutually agreed between the employer and employee concerned. Time off in lieu is calculated on an hour for hour basis.

## (f) Meal Allowance

Any employee who is required to continue working after his/her ordinary finishing time for more than 2 hours without having been notified the previous day that he/she will be so required to work shall be provided with a meal free of cost at the Hospital, Health Unit or Agency, or, shall be paid an amount as provided by the relevant S.A. Health Commission Industrial Circular or Commissioners Determination.

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

The provisions of this subclause shall not apply to employees working overtime on Call Back as prescribed in subclause (d) herein.

(g) In calculating overtime each day shall stand alone.

**Clause F3. Allowances**

OPDATE 16:06:94 1st pp on or after

## (a) Cold Places

An employee required to work in places where the temperature is reduced by artificial means shall be paid extra rates as prescribed in subclause (a) of Schedule 2 whilst working in such temperatures.

(i) between -1 degree Celsius and 7 degrees Celsius.

(ii) between -18 degrees Celsius and -2 degrees Celsius.

(iii) below -18 degrees Celsius.

The appropriate extra hourly rate shall be paid for any hour or part thereof during which the employee is working in the temperature ranges prescribed above, provided that if during any hour the employee works in more than one such temperature range, the employee shall be entitled for that hour only to the rate applicable for the lower or lowest temperature range in which the employee has worked.

## (b) VDU Allowance

An employee who is required, as part of his/her duties, to prepare and/or process forms associated with the stores operating procedures by means of electronic visual display equipment for more than 2 hours on any day shall be paid an allowance as prescribed in subclause (b) of Schedule 2 for that day. Each day shall stand alone.

**Clause F4. Uniform Clothing**

#OPDATE 16:06:94 1st pp on or after

An employee shall, on leaving employment, return the current issue of uniform clothing which has been issued to them by the Hospital, Health Unit or Agency in good order, reasonable wear and tear excepted. An employee failing to do so shall be charged an amount equal to the cost price of the uniform clothing concerned.

**Clause F5. Weekend Duty**

#OPDATE 16:06:94 1st pp on or after

An employee whose ordinary hours of duty are rostered over six or seven days of the week shall be paid for work done during ordinary rostered hours (i.e. not being overtime) between midnight on Friday and midnight on the following Sunday an additional payment calculated at the rate of 50 per cent of his/her ordinary rate, such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed by this award.

**Clause F6. First Aid**

OPDATE 01:07:2019 1st pp on or after

Where in the performance of his/her duties an employee is required to hold a current First Aid Certificate or equivalent, the employee will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours, (where such course is available during ordinary working hours), and be reimbursed by the employer the cost of acquiring such qualifications.

Where a First Aid Officer agrees to renew the First Aid qualification, such an employee will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours, and be reimbursed by the employer the cost of renewing the qualification).

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

First Aid Officers shall be paid a First Aid Allowance of \$15.95 per week provided that such employees are required to be able to perform the duties of a First Aid Officer on at least 3 days of such week. Employees required to be able to perform the duties of a First Aid Officer for less than 3 days shall be paid an allowance calculated at the rate of 44 cents per hour for each hour or part thereof.

Where employees, working an average of 38 hours per week are paid an allowance of \$15.95 per week in accordance with this sub-clause, such payment shall accrue towards a programmed day off.

**Clause F7. On-Call and Recall to Duty**

OPDATE 01:07:2019 1st pp on or after

(a) An employee who is rostered to be on call at night time shall receive an additional payment of \$12.30 for each night so rostered.

(b) An employee rostered to be on call during a Saturday shall be paid \$26.90 for such day.

(c) An employee rostered to be on call for a Sunday, Public Holiday, programmed day off or any other day that he/she would normally be rostered off duty shall be paid \$26.90 for such day.

(d) Where an employee is called out while on on-call he/she shall be paid a minimum of three hours overtime at the appropriate rate.

(e) Where an employee is called out in accordance with this clause the overtime shall be paid from the time the employee leaves home and shall end when the employee returns home.

**Clause F8. Motor Vehicle Allowance**

OPDATE 01:07:2019 1st pp on or after

(1) No employee is required, under any circumstances whatsoever, to use his/her private vehicles for official purposes if he/she does not wish to do so.

(2) The payment of the allowance for the use of a private motor vehicle for purposes related to the employment shall only occur where approval has been given by the employer prior to the actual use of the private motor vehicle by the employee.

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

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

- 98 cents

(b) For motorcycles/scooters:

- 39 cents per kilometre

## (c) When used with Trailers:

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

## (4) Home to Office Reimbursement

(a) Where it is necessary for an employee to take the vehicle to the employee's headquarters for use on that day the employer shall authorise payment in accordance with sub-clauses F8(3)(a), (b) and/or (c) as appropriate for the distance of the journey from home to headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey. The maximum distance for a one way trip for which an allowance is to be paid shall not exceed 32 kilometres per day, even if the distance between the employee's home and headquarters is more than 32 kilometres.

(b) Where it is necessary for an employee to perform call-back duties, the employer shall authorise payment in accordance with sub-clauses F8(3)(a), (b) and/or (c) as appropriate in respect of the actual return distance travelled between the employee's home and place of duty using the shortest practicable route on the occasion of each call-back. This sub-clause applies where an employee is required to return to perform essential duties and not in those circumstances where an employee has voluntarily agreed to attend to perform non-essential or optional duties.

## (5) Transfer of Headquarters

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

(a) For motor cars, station wagons and utilities (petrol, diesel or LPG) – 31 cents per kilometre.

(b) For motorcycles/scooters – 12 cents per kilometre.

## (6) Combination of Official and Private Use

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

(b) Reimbursement for the distance travelled shall be at the appropriate rate as prescribed in sub-clause F8(5).

**Clause F9. Travelling, Expenses Reimbursement**

OPDATE 22:12:2018 1<sup>st</sup> pp on or after

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

## (1) Travel within South Australia

## (a) For meals and incidentals:

Breakfast up to	\$19.00
Lunch up to	\$19.00
Dinner up to	\$39.15
Incidentals up to	\$7.90

## (b) For accommodation:

(i) Outside Metropolitan Adelaide - up to \$134.00 per night

(ii) Within Metropolitan Adelaide – up to \$157.00 per night

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

## (c) Where not absent from headquarters overnight:

Breakfast up to	\$16.45
Dinner up to	\$23.40

## (2) Interstate Travel

(a) For capital cities and Alice Springs - meals and incidentals:

Breakfast up to	\$24.90
Lunch up to	\$24.90
Dinner up to	\$45.35
Incidentals up to	\$13.20

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

Alice Springs up to	\$150.00
Brisbane up to	\$220.00
Canberra up to	\$180.00
Darwin up to	\$220.00
Hobart up to	\$147.00
Melbourne up to	\$177.00
Perth up to	\$180.00
Sydney up to	\$195.00

## (3) Other Places

The rates authorised in subclauses F9(1)(a) and F9(1)(b) above, except that in respect of incidentals which shall be up to \$13.20.

## (4) Actual Expenditure

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

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

(c) Where expenditure exceeds the rates set out in sub-clauses B6(1), (2), and (3) and a claim(s) for excess expenditure is submitted to the employer an interim payment shall be made by the employer of an amount calculated in accordance with sub-clauses B6(1), (2) and (3) pending a decision by the employer on the total claim(s).

## (5) Time of Travel

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

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

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

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

## (6) Single Day Absences

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

## (7) Accommodation or Meals Provided by the Government

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

(b) Employees who are accommodated in the above mentioned facilities, in addition to any reimbursement of actual charges under (a) above, shall be paid the following allowances where appropriate:-

(i) Where employees are required to provide their own food, an allowance of \$34.10 per day.

(ii) Where employees are required to use their own bedding, tea towels and eating utensils, an allowance of \$4.40 per day.

(iii) Where employees are required to use any other items not included in (ii) above, an allowance of \$6.10 per day.

(iv) Incidental expenditure of up to the appropriate daily rate specified by sub-clause (ii) may be claimed only for completed days absent from either the workshop or headquarters, and parts of a day shall be disregarded for this item.

#### **Clause F10. Whyalla Cost of Living Allowance**

OPDATE 16:06:94 1st pp on or after

An employee whose headquarters is determined as Whyalla or a suburb thereof or at Iron Knob or Iron Baron shall be paid the following allowance:

Class of Person	\$ per annum
Adults	26
Juniors	13

#### **Clause F11. Safety Net Adjustments**

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2019 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 *2019 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

#### **Clause F12. Economic Incapacity Applications**

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2019 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. The increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

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

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

**PART G - UNION PROTECTION AND CONSULTATION**

#OPDATE 16:06:94 1st pp on or after

**Clause G1. Consultative Mechanism**

#OPDATE 16:06:94 1st pp on or after

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

**Clause G2. Grievance and Dispute Settling Procedure**

OPDATE 23:12:2008 1st pp on or after

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

- (a) The parties to the procedure are obliged to make every endeavour to facilitate the effective functioning of this procedure.
- (b) Unions and the Agency, Hospital or Health Unit should notify to each other in writing the names of their duly accredited representatives who would be responsible, in the first instance, for matters arising on the job. The job representative(s) of the Union thus accredited will be the only person(s) entitled to make representations on behalf of members of the Union employed by the Agency, Hospital or Health Unit and the Agency, Hospital or Health Unit representatives thus accredited will be responsible for dealing with matters raised by the Union job representatives.
- (c) The accredited representatives shall make themselves available for consultation as required under the procedures.
- (d) The accredited Union representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
- (e) If the matter is not resolved at this level the Union representative should ask for it to be referred to the Agency, Hospital or Health Unit representative nominated under (b) above, who shall arrange a conference to discuss the matter.
- (f) The consultation process as prescribed in subclause (e) shall be commenced within 24 hours of the grievance, dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties.
- (g) If the matter is not resolved at the conference convened under subclause (f), the Union representative shall advise the appropriate official of the Union of the matter in issue and a conference on the matter will be arranged to be attended by the official or officials and the Union job representative concerned as the Union may decide, and by the designated Agency, Hospital or Health Unit representative and such other representatives, which may include the Department of the Premier and Cabinet, Public Sector Workforce Relations, as the Agency, Hospital or Health Unit decide.
- (h) If a matter cannot be resolved when the above referred to procedures have been availed of, the Agency, Hospital or Health Unit and the Union should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this level of consultation the Department of the Premier and Cabinet, Public Sector Workforce Relations, should be involved.
- (i) At any stage in the procedures after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties.
- (j) If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the South Australian Industrial Relations Commission.
- (k) Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis shall mean the work situation in place at the time the matter was first raised in accordance with these procedures.
- (l) If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may take the matter to another level of the procedure if the party believes it is so desirable to do.
- (m) In the event of a party failing to observe these procedures the other party may take such steps as determined necessary to resolve the matter.



(n) These procedures will not restrict the Agency, Hospital or Health Unit or its representatives or a duly authorised official of the Union making representations to each other.

### **Clause G3. Shop Stewards**

#OPDATE 16:06:94 1st pp on or after

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

### **Clause G4. Introduction of Change**

#OPDATE 18:11:94 1st pw on or after

#### **(1) Notification of Intended Changes**

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

(ii) "Significant Effects" include major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of the employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any other matters referred to herein an alteration shall be deemed not to have significant effect.

#### **(2) Consultation with Employees and their Union or Unions**

(i) The employer shall discuss with the employees affected and relevant Union(s) among other things, the introduction of the changes referred to in sub-clause (1)(i) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.

(ii) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause (1)(i) hereof.

(iii) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes proposed; the expected effects of the changes on the employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information disclosure of which, when looked at objectively, would be inimical to the employer's interests.

**PART H - MISCELLANEOUS**

#OPDATE 16:06:94 1st pp on or after

**Clause H1. Other Conditions of Employment**

OPDATE 23:12:2006 1st pp on or after

Any other conditions of employment or prescription not specifically provided for herein shall be, in accordance with the South Australian Health Commission's Terms and Conditions of Employment for Weekly Paid Employees, or, the Department of the Premier and Cabinet - Conditions of Employment Manual for Weekly Paid Employees, as appropriate, or such other arrangements as may be agreed between the parties.

**Clause H2. Education Assistance & Study Leave**

#OPDATE 16:06:94 1st pp on or after

(a) Applications

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

- (i) Time off during normal working hours necessary for attendance at lectures, or practical work or examinations; AND/OR
- (ii) Reimbursement of fees (where incurred),

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

(b) Approved Courses

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

(c) Time Off

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

- (i) Time off WITH PAY up to 5 hours per week, plus necessary travelling time. The full time required for essential examinations may be granted without limit.
- (ii) When the syllabus requires additional attendance within the study program approved for an employee, apart from the grant of time off with pay, the employer may grant time off WITHOUT PAY. However, an employee may elect to MAKE UP this additional time for lectures up to a maximum of three (3) hours per week as an alternative to time off without pay.

(d) Reimbursement of Fees

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

- (i) Reimbursement is to be limited to Lecture or Tuition Fees and Examination Fees only.
- (ii) Reimbursement may be authorised for any approved subject or subjects passed for which the approved eligible student was enrolled during the relevant academic year.
- (iii) Where an employee holds a Commonwealth Scholarship or other award which already provides for payment of fees in whole or part, reimbursement shall be limited to that amount not covered by such award.
- (iv) Documentary evidence of those subjects of an approved course passed during the year shall be produced (supplementary exams will be deemed to have been held in the main year).

(v) Amounts claimed shall be supported by receipts.

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

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

#### GENERAL APPROVED COURSES

##### STUDY COURSE LEVEL COURSE INSTITUTION

Dept. of Technical & Further Education	Post Trade Certificate	Automotive Elect Automotive Mech. Building Electrical Fitters Electrical Mechanic Electronics Furnishing Trades Mechanical Metal Fabrication Painting, Decorating and Sign writing Plumbing Refrigeration Mechanics Sheetmetal Work Tool Room Production Tractor Mechanics
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Dept. of Technical & Further Education	Certificate	Safety Child Care Study
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SA Institute of Technology and/or Dept. of Technical and Further Education	Technical Certificate	Automotive Building Civil Electrical Electronic Mechanical Production Science Survey
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#### Clause H3. Licences to Drive Motor Vehicles

#OPDATE 16:06:94 1st pp on or after

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

(2) Should an employee be required to upgrade the classification of his/her drivers licence for Departmental purposes, any additional costs incurred are to be reimbursed.

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

**Clause H4. Personal Files**

#OPDATE 16:06:94 1st pp on or after

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

**(a) Relevance**

It is the responsibility of the Department to ensure that only relevant information is maintained as well as protecting the privacy of those upon whom records are held.

Contents of files shall be reviewed and where necessary culled to ensure that only relevant documentation is maintained. Documentation culled in this way shall be destroyed.

**(b) Performance Reports**

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

**(c) Access**

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

**Clause H5. Special Christmas Day Provison - 1994**

#OPDATE 16:06:94 1st pp on or after

(1) An employee rostered for duty on Sunday 25th December, 1994 shall be paid for all work performed on that day at the rate of double ordinary time.

(2) The provisions set out in this clause shall determine the "appropriate rate" for employees recalled to work on the above mentioned days.

**Clause H6. Payment of Private Telephone Rental and Offical Calls**

#OPDATE 16:06:94 1st pp on or after

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

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

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

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

**Clause H7. Anti-Discrimination**

#OPDATE 25:06:96 1st pp on or after

(a) It is the intention of the parties to this award to achieve the principal object of section 3(m) of the Industrial and Employee Relations 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.

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

(c) Nothing in this clause is to be taken to affect:

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

(ii) until considered and determined further by the Industrial Relations Commission of South Australia, the payment of different wages for employees who have not reached a particular age;

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

(d) Nothing in this Clause is to be taken to prevent:

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

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

#### Clause H8. Continuous Service

OPDATE 21:02:2006 on and from

(A) Maintenance of Continuous Service

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

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

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

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

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

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

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

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

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

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

(B) Calculation of period of service

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

- (i) To the extent that the employee receives or is entitled to receive pay for the period; or
- (ii) Where the absence results from a decision of the employer to stand the employee off without pay.

**Clause H9 Additional Compensation for Certain Work Related Injuries or Illnesses**

OPDATE 30:09:1987 on and from

The employer must pay and/or provide benefits pursuant to Schedule 6 of this Award.

<b>GOVERNMENT STORES EMPLOYEES INTERIM AWARD</b>
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**SCHEDULE 1. RATES OF PAY**

OPDATE 01:07:2019 1st pp on or after

**TRAINING LEVEL**

Paid Rate	\$798.80	
	1st increment per week	2nd increment per week

**STOREPERSON LEVEL 1**

Paid Rate	\$871.20	\$884.30
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**STOREPERSON LEVEL 2**

Paid Rate	\$894.30	\$905.10
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**STOREPERSON LEVEL 3**

Paid Rate	\$917.90	\$928.50
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**STOREPERSON LEVEL 4**

Paid Rate	\$945.10	\$956.50
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**JUNIORS**

The weekly rate payable to juniors shall be based on the following percentages of the 1st Increment of the ordinary weekly wage prescribed for the level of work on which employed.

	%
Under 16 years of age	45
16 years of age	55
17 years of age	65
18 years of age	78.5
19 years of age	93
20 years of age	100

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

**GOVERNMENT STORES EMPLOYEES INTERIM AWARD**

**SCHEDULE 2. ALLOWANCES**

OPDATE 01:07:2019 1st pp on or after

(a) Cold Places

Subject to subclause (a) of Clause E3 the following amounts shall apply:-

- (i) between -1 degree Celsius and 7 degrees Celsius (inclusive), 54 cents per hour.
- (ii) between -18 degrees Celsius and -2 degrees Celsius (inclusive), 79 cents per hour.
- (iii) below -18 degrees Celsius, \$1.29 per hour.

(b) VDU Allowance

Subject to subclause (b) of Clause E3 the amount of \$5.98 per day shall apply.



**GOVERNMENT STORES EMPLOYEES INTERIM AWARD****SCHEDULE 3. TRANSLATION ARRANGEMENTS**

#OPDATE 21:08:92 1st pp on or after

Employees will be translated into the new integrated structure at the relevant work level on a wage rate equal to their existing rate including service and over-award payments, or if no such rate exists than at the next highest rate available in that level.

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

Thereafter, the employee will progress up to the incremental scale appropriate to the employee's work level in accordance with normal incremental progression procedures.

3. Service with the Government will no longer be a criterium in determining a person's rate of pay for a particular work level. Rather, once a translation has occurred the period of time spent in the new work level will establish an employee's entitlement to wages in that level. However, an employee will retain his/her current rate of pay and incremental progression date when transferring to a different job at the same level as the employee's substantive job.

4. An employee who translates to a work level the maximum wage of which is less than the employee's present substantive rate of pay including service and over-award payment shall be "pegged" (that is receive no further increases) until the rate of pay of the new work level exceeds the employee's substantive rate.

Wage rates will be adjusted by economic increases of general application emanating from National Wage Case decisions, but not for any other reason. In this regard, future adjustments will therefore occur in the following manner:-

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

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

## GOVERNMENT STORES EMPLOYEES INTERIM AWARD

### SCHEDULE 4. SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

#### (a) Definitions

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:

- (i) "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]"
- (ii) "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.
- (iii) "Disability Supported 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.
- (iv) "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.

#### (b) Eligibility Criteria

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.

(The 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 current employment).

The award 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* in accordance with the requirements of the *Disabilities Service Act 1986* and the Standards contained therein, as amended from time to time.

#### (c) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according the following schedule:

Assessed Capacity (subclause (d))	% of prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$89.50 per week.

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

(d) 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:

- (i) the employer and a union party to the award in consultation with the employee or, if desired by any of these;
- (ii) the employer and an accredited Assessor (as defined) acceptable to the employee and the employee's advisers and to the employer.

(e) Lodgement of Assessment Instrument

- (i) 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.
- (ii) 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 10 working days.

(f) 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.

(g) 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.

(h) 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.

(i) Trial Period

- (i) 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 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During that trial period the assessment of capacity and the proposed wage rate for a continuing employment shall be undertaken.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$89.50 per week.

**[or in paid rates awards]**

The amount payable to the employee during the trial period shall be \$89.50 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Award.

- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) 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 subclause (d) hereof.

**GOVERNMENT STORES EMPLOYEES INTERIM AWARD****SCHEDULE 5. TRAINING WAGE ARRANGEMENTS**

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

**CLAUSE 1 - ARRANGEMENT**

<i>Subject</i>	<i>Clause Number</i>
Application of Schedule	3
Arrangement	1
Definitions	6
Duration	10
Employment Conditions	8
Objective	4
Supersession	5
Title	2
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Wages	9

**CLAUSE 2 - TITLE**

This Schedule shall be known as the GOVERNMENT STORES EMPLOYEES AWARD Training Wage Schedule.

**CLAUSE 3 - APPLICATION**

- (a) Subject to subclause (d) of this clause, this Schedule shall apply only to persons who are undertaking a Traineeship (as defined) and is to be read in conjunction with the GOVERNMENT STORES EMPLOYEES AWARD.
- (b) Notwithstanding the foregoing, this Schedule shall not apply to employees who were employed by an employer bound by this award prior to a date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and (all) the relevant employee association(s).
- (c) This Schedule shall not apply to the Apprenticeship system.
- (d) Where the employment of a Trainee by an employer is continued after the conclusion of the Traineeship, this Schedule ceases to apply to the employment of the trainee and the Award shall apply to the former trainee.
- (e) The parties to this Award agree that in the development of any Enterprise Agreement, relevant to parties bound by this Award, the maintenance of the integrity of these arrangements is highly desirable.
- (f) The parties to this award agree that the provisions of this Schedule shall not be used as a precedent in any other proceedings.

**CLAUSE 4 - OBJECTIVE**

The objective of this Schedule is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed.

The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees.

Except as provided for in Clause 5, nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

**CLAUSE 5 - SUPERSESSION**

Any existing award provision for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any employer bound by this Schedule except in relation to ATS or CST trainees who commenced a Traineeship with the employer before the employer was bound by this Schedule.

**CLAUSE 6 - DEFINITIONS**

**"APPROVED TRAINING"** - means training undertaken (both on and off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a *Traineeship Scheme* approved by the Industrial and Commercial Training Commission (ICTC). The training will be accredited and lead to qualifications as set out in subclause 7(e).

**"DETAFE"** - means the South Australian Department for Employment, Training and Further Education.

**"ICTC"** - means the Industrial and Commercial Training Commission or its successor.

**"NETTFORCE"** - means the National Employment and Training Taskforce.

**"PARTIES TO A TRAINEESHIP SCHEME"** - means the employer association and/or employer, and the relevant employee association(s) involved in the consultation and negotiation required for the approval of a *Traineeship Scheme*.

**"RELEVANT ASSOCIATION"** - means an association of employees, as defined in Chapter 1,4(1) of the Industrial and Employee Relations Act 1994, which has an interest in the Award and which is entitled to enrol the trainee as a member.

**"TRAINEE"** - means an employee who is bound by a *Traineeship Agreement* made in accordance with this Schedule.

**"TRAINEESHIP"** - means a system of training which has been approved by the ICTC.

**"TRAINEESHIP AGREEMENT"** - means a contract of training made subject to the terms of this Schedule between an employer and the trainee for a Traineeship and which is approved by the ICTC, or under the provisions of the Industrial and Commercial Training Act 1981 or its successor legislation.

**"TRAINEESHIP SCHEME"** - means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise.

A *Traineeship Scheme* shall not be given approval unless consultation and negotiation with all the relevant association(s) of employees upon the terms of the proposed *Traineeship Scheme* and the Traineeship have occurred.

An application for approval of a *Traineeship Scheme* shall identify all the relevant association(s) of employees and demonstrate, to the satisfaction of the ICTC, that the above mentioned consultation and negotiation has occurred.

A *Traineeship Scheme* shall include a standard format which may be used for a Traineeship Agreement.

**"YEAR 10"** - means, for the purpose of this award, any person leaving school before completing year 10 shall be deemed to have completed Year 10.

**NOTE:** References in this Schedule to ICTC or NETTFORCE shall be taken to be references to NETTFORCE in respect of a Traineeship that is the subject of an interim approval but not a final approval by ICTC, NETTFORCE powers and functions stipulated in this Schedule may be circumscribed and/or delegated by the terms of an agreement between NETTFORCE and DETAFE.

**CLAUSE 7 - TRAINING CONDITIONS**

(a) The trainee shall attend an approved training course or training programme prescribed in the *Traineeship Agreement* or as notified by the ICTC in accredited and relevant *Traineeship Schemes*.

(b) A Traineeship shall not commence until the relevant *Traineeship Agreement*, made in accordance with a *Traineeship Scheme*, has been signed by the employer and the Trainee and lodged for registration with the ICTC, provided that if the Traineeship is not in a standard format, a Traineeship shall not commence until the *Traineeship Agreement* has been registered with the ICTC. The employer shall ensure that the trainee is permitted to attend the training course or programme provided for in the *Traineeship Agreement* and shall ensure that the Trainee receives the appropriate on-the-job training.

(c) The employer shall provide a level of supervision, in accordance with the *Traineeship Agreement*, during the Traineeship period.

(d) The employer agrees that the overall training programme will be monitored by officers of the ICTC and that training records or work books may be utilised as part of this monitoring process.

(e) Training shall be directed at:

(i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (eg. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

(ii) the achievement of competencies required for successful participation in an industry or enterprise as are proposed to be included in the 'Australian Vocational certificate Level 2' qualification or above (where there are endorsed national standards these will define such competencies).

#### CLAUSE 8 - EMPLOYMENT CONDITIONS

(a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the ICTC the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training.

(b) An employer shall not terminate the employment of a trainee without firstly having provided written notice of termination to the Trainee concerned in accordance with the *Traineeship Agreement* and subsequently to the ICTC. The written notice to be provided to the ICTC shall be provided within 7 working days after termination.

An employer who chooses not to continue the employment of the trainee upon the completion of the traineeship shall notify, in writing, the ICTC of their decision.

(c) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the *Traineeship Agreement*.

(d) Where the employment of a Trainee is continued, by the employer, after the completion of the traineeship period, such Traineeship period shall be counted as service for the purposes of the Award and/or any other legislative entitlements.

(e) (i) The *Traineeship Agreement* may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.

(ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the GOVERNMENT STORES EMPLOYEES AWARD.

(iii) No Trainee shall work shiftwork unless the parties to a *Traineeship Scheme* agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

(iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the GOVERNMENT STORES EMPLOYEES AWARD, unless otherwise agreed by the parties to a *Traineeship Scheme*.

(f) All other terms and conditions of the GOVERNMENT STORES EMPLOYEES AWARD that are applicable to the Trainee or would be applicable to the Trainee but for this Schedule shall apply unless specifically varied by this Schedule.

(g) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

**CLAUSE 9 - WAGES**

- (a) The weekly wages payable to Trainees shall be as provided in tables (f), (g) and (h).
- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Schedule.
- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The skill levels of current approved Traineeship(s) in industry at large are set out in Schedule A. This list is provided for indicative purposes only and not all of these traineeships are applicable to the industry covered by this award.
- (e) The determination of the appropriate skill level shall be made by NETTFORCE based on the following criteria:
- (i) Any agreement of the parties
  - (ii) The nature of the industry
  - (iii) The total training plan
  - (iv) Recognition that training can be undertaken in stages
  - (v) The exit skill level in the relevant award contemplated by the Traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of SA.

(f) **SKILL LEVEL A:** Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	267.00 (50%)	333.00 (33%)	
	310.00 (33%)	373.00 (25%)	
	340.00	373.00	448.00
Plus 1 year <i>out of school</i>	373.00	448.00	518.00
Plus 2 years <i>out of school</i>	448.00	518.00	605.00
Plus 3 years <i>out of school</i>	518.00	605.00	692.00
Plus 4 years <i>out of school</i>	605.00	692.00	
Plus 5 or more years	692.00		

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



(g) **SKILL LEVEL B:** Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	267.00 (50%)	333.00 (33%)	
	310.00 (33%)	373.00 (25%)	
	340.00	373.00	432.00
Plus 1 year <i>out of school</i>	373.00	432.00	499.00
Plus 2 years <i>out of school</i>	432.00	499.00	583.00
Plus 3 years <i>out of school</i>	499.00	583.00	665.00
Plus 4 years <i>out of school</i>	583.00	665.00	
Plus 5 or more years	665.00		

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

(h) **SKILL LEVEL C:** Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	267.00 (50%)	333.00 (33%)	
	310.00 (33%)	373.00 (25%)	
	340.00	373.00	432.00
Plus 1 year <i>out of school</i>	373.00	432.00	487.00
Plus 2 years <i>out of school</i>	432.00	487.00	545.00
Plus 3 years <i>out of school</i>	487.00	545.00	607.00
Plus 4 years <i>out of school</i>	545.00	607.00	
Plus 5 or more years	607.00		

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

(i) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:

(i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;

(ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and

(iii) not include any period during a calendar year in which a year of schooling is completed.

(iv) have effect on an anniversary date being January 1 in each year. Provided that a Traineeship Agreement may expressly enable an arrangement for the individual trainee anniversary of leaving school date to apply. Where no such arrangement exists the 1 January anniversary date shall apply.

(v) No increase in wage rates, as a result of an increase in the number of years "out of school experience" by a trainee shall be payable before 1 January 1997.

## CLAUSE 10 - DURATION

This Schedule shall operate from the first pay period commencing on or after 1 July 2019.

**SCHEDULE A****CURRENT TRAINEESHIPS AND SKILL LEVELS**

(Note: This list is provided for indicative purposes only and not all of these traineeships are applicable to the industry covered by this award.)

Skill Level A

Aboriginal Education Worker (State Public Sector)  
Clerical Processing (General Office)  
Clerical Processing (Insurance)  
Clerical Processing (Legal)  
Clerical Processing (Library Assistant)  
Clerical Processing (State Public Sector)  
Clerical Processing - Health Practice (State Public Sector)  
Clerical Processing - Arts Admin (State Public Sector)  
Dental Health Ancillary Worker (State Public Sector)  
Fitness Instruction (State Public Sector)  
Sports & Recreation Administration (State Public Sector)  
Laboratory Asst (State Public Sector)  
Library Assistant (State Public Sector)  
Technical Assistant (State Public Sector)

Skill Level B

Amenity Horticulture (State Public Sector)  
Civil Construction (Plant) (State Public Sector)  
Customer Servicing (Accommodation)  
Customer Servicing (Food & Beverage)  
Customer Servicing (Real Estate)  
Customer Servicing (General Retail)  
Customer Servicing (Auto Parts)  
Customer Servicing (Auto Sales)  
Customer Servicing (Service Station Operations)  
Forest Products Operator (State Public Sector)  
Machine Operating (Textiles)  
Machining and Cutting (Clothing)  
Machining and Cutting (Textiles)  
Multimedia (State Public Sector)  
Warehousing (State Public Sector)

Skill Level C

Grounds Maintenance (State Public Sector)  
Land Conservation and Restoration (State Public Sector)  
Recreation and Sport - Grounds (State Public Sector)  
Recreation and Sport - Racing (State Public Sector)

**GOVERNMENT STORES EMPLOYEES INTERIM AWARD****SCHEDULE 6 - ADDITIONAL COMPENSATION FOR CERTAIN WORK-RELATED INJURIES OR ILLNESSES**  
OPDATE 30:09:1987 on and from**CONTENTS**

*Clause No. Subject matter*

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- 2 Return to work in employment in agency
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- 12 Income compensation lump-sum
- 13 Independent medical adviser
- 14 Injury
- 15 Interest
- 16 Medical and/or related expenses
- 17 Medical expense lump-sum
- 18 No current work capacity
- 19 Notional Weekly Earnings
- 20 Professional Representative
- 21 Recognised Health Practitioner
- 22 Recovery/return to work plan
- 23 Retiring age
- 24 RTW Act or Return to Work Act 2014 (SA)
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*Clause No. Subject matter*

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- 62 Repayment of prior economic lump sum compensation
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- 65 When plans are established - entitlement
- 66 Content of plans
- 67 No unreasonable obligations on eligible officers
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- 75 28 days written notice required
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*Clause No. Subject matter*

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*Clause No. Subject matter*

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124	Interim payments
125	Employer's obligation to offer interim payments
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127	Income Compensation & leave entitlements
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**Attachment One – Recovery/Return to Work Plan**

**Attachment Two – Lump Sum Agreement to Extinguish Rights**

Notification to eligible employee  
Annexure "A" – Professional advice  
Annexure "B" – Financial advice  
Annexure "C" – Medical certificate

**PART 1 – INTRODUCTION**

1. This Schedule provides benefits to eligible employees with eligible injuries that would have been applicable under the *WR&C Act* if they cease to be entitled to similar benefits under the *RTW Act*.
2. A return to work within the meaning of the *RTW Act* is the main objective in managing all work injuries. The primary return to work objective will be employment in the employee's agency. New or other return to work options can only be explored when return to work options within the employee's agency have been fully explored (and the onus of proof to establish this lies with the employer) or if the employee requests the exploration of new or other employment options in writing (which request may be withdrawn). The relevant unions will reasonably support and cooperate in the pursuit of this objective.
3. This Schedule operates in addition to and not instead of any entitlements applicable under any other statute or law, except that:
  - 3.1 any payment which would otherwise be payable under This Schedule will not be payable if precisely the same payment has already been made under a Compensation Act: and
  - 3.2 if an eligible employee receives a payment for economic loss pursuant to Part 4 Division 6 of the *RTW Act*, clauses 60 through 63 apply.
4. Providing the criteria in clauses 35 through 36 are met, if an entitlement has been claimed by an eligible employee under a Compensation Act and that claim has been rejected, any equivalent or similar entitlement may be claimed, and if rejected, disputed under this Schedule notwithstanding that proceedings relating to the rejected Compensation Act claim are extant. In making such a claim or in any dispute about such a claim, the matter should proceed on the basis that the relevant claim under a Compensation Act shall remain rejected.
5. If the employer is considering making a decision about an employee's entitlements pursuant to This Schedule which may be adverse to the relevant employee, the employer must provide procedural fairness to the relevant employee before any final decision is made.
6. Claims for entitlements under this Schedule must be made in writing.

**PART 2 – DEFINITIONS IN THIS SCHEDULE**

7. "Average Weekly Earnings" means Average Weekly Earnings under s4(1) of the *RTW Act*;

8. “Compensation Act” means either or both or all of the *Workers Rehabilitation and Compensation Act 1986*, the *Return to Work Act 2014*, and any successor legislation to the *Return to Work Act 2014*. Insofar as references in this schedule to “Compensation Act” refer to the *Return to Work Act 2014*, those references are not limited to the *Return to Work Act 2014* as at 1 July 2017.
9. “Benefits” or “entitlements” means weekly payments of income maintenance or medical and/or like expenses or an entitlement to a reasonable rehabilitation/return to work plan pursuant to this schedule.
10. “Claims income compensation” means either an express request to be paid income compensation pursuant to this Schedule or, if an eligible employee is in receipt of income compensation pursuant to this schedule, the absence of a request to cease payments of income compensation.
11. “Eligible employee” means:
  - 11.1 current and former employees (irrespective of when a former employee’s employment ceased); who
  - 11.2 have had a claim accepted under a Compensation Act;but does not include
  - 11.3 former employees whose employment has been lawfully terminated by the employer on the ground of serious and wilful misconduct and/or criminal conduct.
12. “Income compensation lump-sum” means a lump sum payment in an agreed amount and on agreed terms and in accordance with attachment 2 to this Schedule to forever end an entitlement to income compensation pursuant to this Schedule in respect of a particular injury or injuries.
13. “Independent medical adviser” means an independent medical adviser under s4(1) of the *RTW Act*;
14. “Injury” means an injury within the meaning of s4(1) of the *RTW Act*.
15. “Interest” means interest calculated in accordance with Regulation 38 of the *Return to Work Regulations 2015* as at 1 July 2017.
16. “Medical and/or related expenses” means any cost payable or to be payable in respect of costs provided for by s33 of the *RTW Act*, such as services, appliances, medicines, materials, travel and accommodation.
17. “Medical expense lump-sum” means a lump sum payment in an agreed amount and on agreed terms in accordance with attachment 2 of this Schedule to forever end an entitlement to medical and/or related expense compensation pursuant to this Schedule in respect of a particular injury or injuries.
18. “No current work capacity” means a present inability arising from the particular eligible injury or the combined effect of one or more eligible injuries such that the eligible employee is not able to return to work, either:
  - 18.1 if the employer has made and continues to make such work available, in suitable employment in his or her employment at the time of the occurrence of the injury or injuries; or
  - 18.2 in other suitable employment.
19. “Notional Weekly Earnings” means the eligible employee’s Notional Weekly Earnings under the relevant Compensation Act as adjusted pursuant to Part 9 of this Schedule.
20. “Professional representative” means a legal practitioner or other person who has been engaged or appointed to represent a party to proceedings before SAET (whether personally or through an employee or agent).
21. “Recognised health practitioner” means a recognised health practitioner within the meaning of s4(1) of the *RTW Act*;
22. “Recovery/return to work plan” means a recovery/return to work plan established or continuing under the *RTW Act* or this Schedule.
23. “Retiring age” means “retiring age” as defined in s44(1) of the *RTW Act*.

24. “*RTW Act*” or *Return to work Act 2014(SA)* means the *Return to Work Act 2014(SA)* as at 1 July 2017 (and all references to the *RTW Act* and Regulations under that Act are references to that Act and the relevant Regulations as at 1 July 2017, subject to any express contrary intention);
25. “SAET” means the South Australian Employment Tribunal;
26. “Seriously injured worker” has the same meaning as under the *RTW Act*;
27. “Suitable employment” means suitable employment as defined under s4(1) of the *RTW Act*, and a reference to a recovery/return to work plan or services in that provision extends to a recovery/return to work plan or services under this Schedule.
28. “*WR&C Act*” means the *Workers Rehabilitation and Compensation Act 1986 (SA)*.

### PART 3 – ELIGIBLE INJURIES

#### Only eligible employees can have eligible injuries

29. An injury is not an eligible injury unless the injured employee is an eligible employee.

#### Temporal connection to employment

30. An eligible injury arises out of or in the course of the eligible employee:

- 30.1 attending work in accordance with their employment; or
- 30.2 performing the work for which they are employed.

#### Causal connection to criminal conduct or dangerous situations

31. To be an eligible injury the injury *must* have:

- 31.1 resulted from conduct directed at the employee that is or appears to be a criminal offence; and/or
- 31.2 occurred as a direct and immediate result of conduct that is or appears to be a criminal offence;
- 31.3 occurred in other circumstances where the employee is placed in a dangerous situation (however psychiatric injuries are only eligible injuries pursuant to 31.3 if they are caused as a consequence of a specific incident or incidents).

#### Incapacity required for eligibility

32. An eligible injury temporarily or permanently incapacitates the injured employee for work (including because of a need to attend on a medical practitioner for treatment or examination).

#### When an injury ceases to be an eligible injury

33. An eligible injury ceases to be an eligible injury when:

- 33.1 the injured employee makes a return to work within the meaning of the *RTW Act* which is sustainable and is earning a salary or wage that is the same or more than their Notional Weekly Earnings; and
- 33.2 there is no reasonable basis to incur medical and/or related expenses (whether to treat symptoms or reduce the likelihood of symptoms recurring or for any other reason deemed appropriate by a medical practitioner).

#### When an injury resumes being an eligible injury

34. If an eligible injury ceased to be an eligible injury pursuant to clause 33 but the criteria in clause 33 are no longer met, the injury resumes being an eligible injury.



Compensation Act status for an injury to be an eligible injury

35. To be an eligible injury a claim for compensation relating to the injury must have been accepted under a Compensation Act.
36. If, in relation to a particular injury:
- 36.1 no compensation has been paid under the RTW Act and no Recovery/Return to Work Plan has been established under the RTW Act;
- 36.2 that injury is only an eligible injury to the extent that the eligible employee would be entitled to receive benefits or entitlements under the *WR & C Act* (disregarding the operation of the *RTW Act*).

Consequential injuries taken to be part of original eligible injuries

37. Any injury arising out of or in the course of an eligible employee's attendance at a place to:
- 37.1 receive a medical service in relation to an eligible injury; and/or
- 37.2 obtain a medical report or certificate (or to be examined for that purpose) in relation to an eligible injury; and/or
- 37.3 receive services or assistance or perform activities intended to assist the eligible employee's recovery or return to work or restoration to the community in relation to an eligible injury; and/or
- 37.4 apply for, or receive, compensation in relation to an eligible injury;
- will be taken to constitute part of the original eligible injury, whether or not the eligible employee had additional reasons for attending at that place (for example, if an injury arose from performing activities at the eligible employee's home recommended by a doctor to assist in recovering from an eligible injury).

Injuries and incapacity attributable to surgery etc.

38. Any injury or incapacity attributable to surgery or other treatment or service or advice performed or provided with due care and skill by a person professing to have particular skills and undertaken or provided in relation to an eligible injury will be taken to constitute part of the original eligible injury.

**PART 4 – MEDICAL EXPENSE ENTITLEMENTS AND LUMP SUMS**Medical and related expenses entitlement

39. The employer must pay compensation for medical and/or related expenses incurred in consequence of an eligible injury, whenever any such expenses are incurred. To avoid doubt, an eligible employee's entitlement to medical and/or related expenses does not end only because income compensation payments to the eligible employee cease. However, if a redemption or commutation in respect of medical and/or related expense entitlements arising out of a particular injury or injuries has been paid pursuant to s42 of the *WR&C Act* or s54 of the *RTW Act*, no medical and/or related expenses are payable under this Schedule in relation to that injury or injuries.

Medical expense lump sums

40. Medical expense lump sums (in addition to such compensation as is payable for medical and related expenses incurred before receiving a medical expense lump sum payment) may be paid to eligible employees.

Medical and related expenses – effect of medical expense lump sum

41. Once an eligible employee has received a medical expense lump sum payment the employer is not obliged to pay compensation for medical and for related expenses pursuant to this schedule if:
- 41.1 medical and/or related expenses are incurred in consequence of a particular eligible injury after the day when the eligible employee receives a medical expense lump sum payment; and
- 41.2 a medical expense lump sum payment received by the eligible employee is specifically in respect of that particular eligible injury.

Medical and related expenses – pre approval

42. An eligible employee is entitled to a decision by the employer on a claim for compensation for a medical and/or related expense that the eligible employee wishes to incur but is yet to incur. For the avoidance of doubt, a decision to reject such a claim (in whole or in part) is a decision for the purposes of this Schedule.

**PART 5 – INCOME COMPENSATION ENTITLEMENTS & LUMP SUMS**

43. The employer must pay weekly payments of income compensation in respect of incapacity for work (whether partial or total) arising out of an eligible injury in accordance with the following principles. However, if a redemption or commutation in respect of weekly payments arising out of a particular injury or injuries has been paid pursuant to s42 of the *WR&C Act* or s53 of the *RTW Act*, no income compensation is payable under this Schedule in relation to that injury or injuries.

Work capacity review

44. An eligible employee's entitlement to income compensation in respect of a particular eligible injury does not arise without an entitling assessment pursuant to clause 49 (work capacity review) and ceases if there is a disentitling assessment pursuant to clause 51.

Income compensation – quantum

45. Weekly payments must be paid at the rate of 80% of the eligible employee's Notional Weekly Earnings or, if the eligible employee has actual earnings, 80% of the difference between actual earnings and the eligible employee's Notional Weekly Earnings.

Income compensation – duration

46. An eligible employee's entitlement to income compensation ceases when the eligible employee reaches retiring age.
47. If an eligible employee breaches the obligation of mutuality, the eligible employee's entitlement to income compensation may be discontinued for such time as the eligible employee remains in breach of the obligation of mutuality. An eligible employee resigning (other than on medical advice to resign) after claiming income compensation under this Schedule breaches mutuality. Lawful termination of employment by the employer on the ground of serious and wilful misconduct and/or criminal conduct breaches mutuality.
48. An eligible employee's entitlement to income compensation may be discontinued if there is a disentitling assessment on a work capacity review.

Work Capacity Review

49. An eligible employee's entitlement to receive income compensation does not commence unless the eligible employee is assessed in relation to the cumulative effect of one or more eligible injuries (an **entitling assessment**) by the employer as:
- 49.1 having no current work capacity; and
- 49.2 likely to continue indefinitely to have no current work capacity; or
- 49.3 being in employment but because of the injury is likely to continue indefinitely to be incapable of undertaking further or additional employment or work that would increase the eligible employee's current weekly earnings.
50. The employer may make an entitling assessment on any basis.
51. A **disentitling assessment** is an assessment that the eligible employee does not meet the criteria in clause 49. A disentitling assessment can only be made if:
- 51.1 the employer has sought and obtained an opinion from an IMA (whose expertise is appropriate to the particular injury) about whether the eligible employee meets the criteria in clause 49; and

- 51.2 if the eligible employee has earnings in employment or other work, the IMA considers that notwithstanding the eligible injury or injuries the eligible employee is, and is likely to continue indefinitely to be, capable of undertaking further or additional employment or work which would increase the eligible employee's earnings, and specifies what that additional employment or work is; and
- 51.3 the IMA provides a written opinion that the eligible employee does not meet the criteria in clause 49; and
- 51.4 if the eligible employee has earnings in employment or other work, the IMA specifies on reasonable grounds the additional employment or work the IMA considers that the eligible employee could do to increase their earnings.

Work capacity review & ceasing income compensation

52. An eligible employee receiving income compensation under this schedule shall continue to receive income compensation under this schedule until at least 13 weeks after the eligible employee receives written notification from the employer that the eligible employee is no longer entitled to receive income compensation under this Schedule because of a disentitling assessment.

Work capacity reviews & commencing or recommencing income compensation

53. If an eligible employee who is not receiving income compensation under this Schedule or a Compensation Act claims income compensation the employer is not obliged to pay income compensation under this Schedule until an entitling assessment is made. In those circumstances, if an entitling assessment is made the eligible employee is entitled to arrears and interest for all periods when they are entitled to income compensation.

First work capacity review: timing

54. A work capacity review may be performed before or after an eligible employee has exhausted their entitlement to weekly payments under a Compensation Act.
55. An eligible employee who, immediately before the end of the second designated period defined in s39 of the RTW Act, was in receipt of weekly payments under the RTW Act is entitled to receive income compensation pursuant to this Schedule at the same rate unless and until a work capacity review is conducted.
56. If clause 55 applies and the outcome of the work capacity review is:
- 56.1 an **entitling assessment**, the employer must conduct reviews in accordance with Part 9 of this Schedule and adjust the eligible employee's income compensation accordingly;
- 56.2 a **disentitling assessment**, Clause 52 and Part 8 of this Schedule apply.

Reassessment

57. An eligible employee's work capacity may be reassessed consistent with clause 49 through 51 at any reasonable time and must be reassessed as often as is reasonably necessary.

Income compensation – effect of income compensation lump sum

58. An income compensation lump sum (in addition to such compensation as is payable for income compensation before receiving an income compensation lump sum payment) may be paid to eligible employees.
59. Once an eligible employee has received an income compensation lump sum payment the employer is not obliged to pay weekly payments pursuant to this Schedule if:
- 59.1 an entitlement to income compensation in consequence of a particular eligible injury arises after the day when the eligible employee receives an income compensation lump sum payment; and
- 59.2 an income compensation lump sum payment received by the eligible employee is specifically in respect of that particular eligible injury.

Income compensation – effect of lump sum payment for economic loss

60. If this Award applies to an employee who claims compensation pursuant to Part 4 Division 6 of the *RTW Act*, before paying any such compensation the employer must:
- 60.1 give the employee written notice of:
    - 60.1.1 the dollar amount of compensation the employer says the employee is entitled to; and
    - 60.1.2 clause 60 through 63 of this Schedule; and
  - 60.2 request written confirmation from the employee that, having regard to clauses 60 through 63 of this Schedule, they wish to be paid compensation pursuant to Part 4, Division 6 of the *RTW Act* and allow a reasonable time for the employee to respond in writing.
61. If an eligible employee has received a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**) 3 months or more after this Schedule is inserted into the Award the eligible employee is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to.
62. If an eligible employee has received a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**) before 3 months after this Schedule is inserted into the Award, the eligible employee is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to unless they agree in writing to repay the payment and comply with that agreement, with repayments to be made by periodic payments in accordance with clause 78.1 unless otherwise agreed in writing.
63. If an eligible employee has received income compensation pursuant to this Schedule and then receives a payment pursuant to Part 4, Division 6 of the *RTW Act* (**the payment**):
- 63.1 the eligible employee ceases to be entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to; and
  - 63.2 the employer is entitled to deduct from the payment any income compensation previously paid to the eligible employee pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

**PART 6 – RECOVERY/RETURN TO WORK PLANS**Continuing operation of plans established under the RTW Act

64. If a recovery/return to work plan established under s25 of the *RTW Act* has not reached its completion date or action when entitlements under this Schedule arise, it continues to operate by virtue of this Schedule irrespective of whether the *RTW Act* authorises its continued operation until the date or action the plan is expressed to conclude on, unless the eligible employee and the employer agree that the plan should cease operation or be varied or if SAET determines that the plan should cease operation or be varied.

When plans are established – entitlement

65. If it is reasonable to do so, the employer may establish a written recovery/return to work plan in relation to an eligible employee who has an eligible injury. If an eligible employee's entitlements under this Schedule are not exhausted, the employer must establish a written recovery/return to work plan if the eligible employee requests such a plan in writing.

Content of plans

66. A recovery/return to work plan may provide for any assistance, service, payments or return to work arrangement that may reasonably assist the full restoration of the eligible employee to the workforce and/or the community, including by alleviating the impact of the disability so far as is possible. A recovery/return to work plan must assist the full restoration of the eligible employee to the workforce and/or the community, including by alleviating the impact of the disability, so far as is reasonable practicable, and must be in accordance with Attachment 1 to this Schedule.
67. Recovery/return to work plans under this Schedule may not impose unreasonable obligations on eligible employees.

68. An eligible employee whose entitlements under this Schedule are not exhausted is entitled to a reasonable recovery/return to work plan if the employer establishes a recovery/return to work plan or if the employee requests a recovery/return to work plan.
69. If:
- 69.1 an eligible employee who has been incapacitated for work in consequence of an eligible injury is able to return to work, whether on a full time or part time basis and whether or not to his or her previous employment;
  - 69.2 the employer must provide suitable employment for the eligible employee (the employment being employment for which the eligible employee is fit and subject to that qualification employment which is, so far as reasonably practicable the same as, or equivalent to, the employment in which the eligible employee was working immediately before the incapacity) as part of a recovery/return to work plan;
  - 69.3 if the eligible employee requests it, but not if it is not reasonably practicable to provide such employment (and the onus of establishing that lies on the employer); or
  - 69.4 the eligible employee left the employment of the employer before the commencement of the incapacity for work; or
  - 69.5 the eligible employee terminated the employment after the commencement of the incapacity for work; or
  - 69.6 new or other employment options and any ancillary matters have been agreed and remain agreed between the eligible employee and employer and are contained in a current recovery/return to work plan; or
  - 69.7 the eligible employee has otherwise sustainably returned to work earning at or above the eligible employee's Notional Weekly Earnings.
70. Suitable employment to be provided by the employer includes employment in respect of which the number of hours each day or week that the employee performs work or the range of duties the employee performs is suitably increased in stages.
71. If all eligible employee performs alternative or modified duties pursuant to a recovery/return to work plan, the employer must pay an appropriate wage or salary in respect of those duties.

#### **PART 7 – MUTUAL OBLIGATIONS**

72. When an eligible employee is entitled to receive benefits pursuant to this Schedule the employer must reasonably:
- 72.1 manage the eligible employee's injury; and
  - 72.2 provide services and assistance to further the eligible employee's recovery and return to work and/or the community and to alleviate the impact of the disability so far as is possible; and
  - 72.3 at the employee's request, review any service/s or entitlements provided pursuant to this Schedule and/or investigate any matter, if it appears to the employee that the employer may not be complying with this Schedule and provide the employee with written advice about the outcome of any such review or investigation and any actions the employer will take arising out of any such review or investigation.
73. An employee receiving income compensation under this Schedule must not breach the obligation of mutuality defined by s48(3) and (4) of the *RTW Act*. If an employee breaches mutuality, mutuality may be restored in accordance with the principles application under the *RTW Act*. A breach of mutuality does not alter the employee's entitlement to compensation for medical and/or related expenses.

#### **PART 8 – REDUCTION, DISCONTINUANCE & SUSPENSION OF INCOME COMPENSATION**

74. If an eligible employee's entitlement to income compensation under this Schedule ceases or will cease or reduces or will reduce (including because the employee has ceased to be an eligible employee), payments of income compensation may only be discontinued or reduced in accordance with this Part.

75. Unless clause 52 applies (work capacity reviews – 13 weeks’ notice), no cessation or reduction of payments of income compensation may occur until the employee has received at least 28 days written notice of any such cessation or reduction.
76. If a person disputes a decision to reduce, discontinue or suspend their payments of income compensation (by either an application to SAET or the invocation of a dispute resolution procedure in this Award or an applicable enterprise agreement) within one month of the person receiving notice of a decision by the employer to reduce, discontinue or suspend income compensation under this Schedule:
- 76.1 the operation of the decision is suspended and –
- 76.1.1 income compensation must continue or, if the decision has already taken effect, the income compensation must be reinstated (to its previous level), until the matter first comes before a member of SAET; and
- 76.1.2 the employer must make a payment to the person of any income compensation that has not been made between the date that the decision took effect and the date the income compensation is reinstated;
- 76.1.3 unless the person elects in writing not to receive payments under this clause; and
- 76.2 SAET may as it thinks fit and from time to time, and after having regard to the nature and circumstances of the case:
- 76.2.1 further suspend the operation of the decision (from time to time) until the dispute is resolved to avoid the person suffering financial hardship and extra weight must be given to the desirability of requiring the continuation of payments if SAET considers it is reasonably open to the person to dispute the relevant decision;
- 76.2.2 vary or revoke a decision under this clause, including to provide that weekly payments will only continue, or continue at a reduced rate, if the person complies with conditions determined by SAET;
- 76.2.3 make an order to pay an amount relating to all or any weekly payments that have not been made to the employee during the dispute.
77. If a dispute is ultimately resolved in favour of the employer and the person has been paid more than the person’s lawful entitlements to income compensation pursuant to clause 76, the employer may, at the employer’s discretion (but subject to this Schedule):
- 77.1 recover the excess (and any interest on the excess) from the employee as a debt; or
- 77.2 set off the amount recoverable under clause 77.1 against liabilities of the employer to pay the employee under this Schedule or a Compensation Act.
78. If it is reasonable in the circumstances, the employer may set off or recover an amount under clause 77.1 as a single lump sum, or by periodic payments, or by a combination of a lump sum and periodic payments, or in some other manner agreed between the employer and the person in writing, however:
- 78.1 the employer cannot require a person to make periodic payments exceeding 10% of the person’s net income (“net income” means income after the appropriate deduction is made for any income tax and child support payable by the person and any deductions made because of a garnishee order or similar order or requirement or any other deduction imposed by statute) without the person’s written agreement;
- 78.2 the employer may, in its absolute discretion, waive (absolutely or subject to such conditions as the employer thinks fit) the whole or any part of an amount it is entitled to recover, and shall do so if:
- 78.2.1 the employer is satisfied that the person is experiencing severe financial hardship, or it appears appropriate to do so because of any other special circumstances specific to the person; or
- 78.2.2 the employer considers it appropriate considering the likely costs associated with recovering the amount and the amount itself;

- 78.3 unless the person has provided materially false or misleading information to the employer that caused the employer to make the relevant payment/s, the employer must grant these remissions if the total amount payable is repaid within the following periods:
- 78.3.1 a 15% remission if the total amount is repaid within 1 month of the person first receiving written notification of the amount they are liable to pay;
- 78.3.2 a 10% remission if the total amount is repaid within 6 months of the person first receiving written notification of the amount they are liable to pay.
79. If a person has made a payment (including by an amount being set off) to the employer under clause 78 the employer must, within two months of the end of the financial year in which the payment is made, furnish the person with a statement that sets out:
- 79.1 the total amount paid by the person during that financial year; and
- 79.2 the amount left to be paid (if any); and
- 79.3 must furnish a final statement within 2 months after the debt is extinguished.

Interaction between paid annual and/or long service leave and income compensation – suspension

80. If an eligible employee takes paid annual or long service leave, the employer may suspend the income compensation that would otherwise be payable to the eligible employee when the eligible employee is on that leave if the employer complies with the notice requirements of this clause.
81. If the employer proposes to suspend the income compensation that would otherwise be payable during such a period of leave, the employer must provide the eligible employee with written notice of that proposal (including details of when income compensation payments under this Schedule will resume) within 14 days of the eligible employee requesting the relevant paid leave.
82. The eligible employee may withdraw the request for paid leave at any time within 14 days of a written notice under clause 81.
83. The employer cannot compel an eligible employee to take leave when they are entitled to income compensation.

**PART 9 – ADJUSTMENTS TO INCOME COMPENSATION**

Economic adjustments to the level of income compensation

84. If an eligible employee is incapacitated for work or appears likely to be incapacitated for work for more than one year, the employer must, during each year of incapacity, review the income compensation for the purpose of making an adjustment to the amount of the income compensation under this Part.

Quantum of economic adjustments – industrial instruments

85. Subject to clause 87, the Notional Weekly Earnings of an eligible employee who is entitled to income compensation shall be adjusted to reflect any increase in the rates of remuneration applicable to the classification held by the employee (or where relevant, any successor classification) immediately prior to the particular injury occurring and prescribed by an award or enterprise agreement.

Notice requirements before economic adjustment decided

86. At least 28 days before deciding the quantum of an economic adjustment pursuant to this clause, the employer must give the eligible employee written notice of the following:
- 86.1 The increase in the rate of remuneration the employer says applies pursuant to clause 85 and how the proposed economic adjustment has been calculated by applying that increase to the eligible employee's pre-existing Notional Weekly Earnings.
- 86.2 The increase in the rate of remuneration the employer says would be applicable if an economic adjustment was made in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South

Australia, and how an economic adjustment would be calculated by applying that increase to the eligible employee's pre-existing Notional Weekly Earnings, and the eligible employee's right to elect in writing to receive an economic adjustment on that basis rather than in accordance with clause 85.

- 86.3 The eligible employee's right to make written representations to the employer on the review within a reasonable time specified in the notice.

Election for economic adjustment based on Wage Price Index not Industrial Instrument

87. If an eligible employee elects in writing to have their Notional Weekly Earnings adjusted in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, the employer must adjust the eligible employee's Notional Weekly Earnings accordingly.

Timing of economic increase based on Industrial Instrument

88. An economic increase reflecting changes to remuneration in an award or enterprise agreement operates from the date of the employer's decision on the review, back-dated to the date of the relevant changes in rates of remuneration.

Timing of economic increase based on Wage Price Index

89. An economic increase in accordance with clause 87 operates from the end of the year of incapacity in which the review is made.

Adjustments due to change from original arrangements

90. The employer may, on its own initiative and must at the written request of an eligible employee, review the calculation of the Average Weekly Earnings of the eligible employee (and therefore the Notional Weekly Earnings of the eligible employee) for the purpose of making an adjustment due to:
- 90.1 a change in a component of the eligible employee's remuneration used to determine Average Weekly Earnings (including a component constituted by a non-cash benefit); or
  - 90.2 a change in the equipment or facilities provided or made available to the eligible employee (if relevant to Average Weekly Earnings).
91. Before the employer begins a review under clause 90, the employer must give the eligible employee written notice informing the eligible employee of the proposed review and inviting the eligible employee to make written representations to the employer on the subject of the review within a reasonable time specified in the notice.
92. If the employer finds on a review under clause 90 that there has been a change that warrants an adjustment contemplated by clause 90, the employer shall make the relevant adjustment.
93. An adjustment under clause 90:
- 93.1 will take effect as an adjustment to the eligible employee's Notional Weekly Earnings (and may therefore increase or reduce income compensation under this Schedule); and
  - 93.2 operates from an appropriate date determined by the employer (which may be an antecedent date but not a date that is before the date of the change on which the adjustment is based and not so as to result in a retrospective reduction in income compensation).
94. For the purpose of a review under clause 90, the employer may, by notice in writing to the eligible employee to whom the review relates, require the eligible employee to furnish any information that the employer reasonably determines to be relevant to the review.
95. If an eligible employee fails to comply with a requirement under clause 94 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible employee.
96. On completing a review under clause 90, the employer must give the eligible employee written notice setting out the employer's decision on the review and the eligible employee's right to dispute the employer's decision.
97. Clauses 90 through 103 do not limit the rights of the employer under any other clause of this Schedule.



General Review of weekly payments

98. The employer may, on its own initiative, and must if requested in writing by an eligible employee, review the amount of the weekly payments made to an eligible employee. The employer is not required to comply with a request for such a review if the request is made within 3 months of the completion of an earlier review.
99. If the employer begins a clause 98 review under this clause, the employer must give the eligible employee written notice informing the eligible employee of the proposed review and inviting the eligible employee to make a written representation to the employer on the subject of the review within a reasonable time specified in the notice.
100. If the employer finds on a clause 98 review that the eligible employee's entitlement to income compensation has ceased, or has increased or decreased, the employer must adjust and may discontinue the income compensation to reflect that finding.
101. For the purpose of a clause 98 review, the employer may, by notice in writing to an eligible employee who is receiving weekly payments, require the eligible employee to submit to an examination by an IMA nominated by the employer or require the eligible employee to furnish evidence of the eligible employee's earnings (other than earnings paid by the employer).
102. If an eligible employee fails to comply with a requirement under clause 101 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible employee.
103. On completing a clause 98 review, the employer must give the eligible employee written notice setting out the employer's decision on the review, and the eligible employee's rights to dispute the employer's decision, in accordance with clause 104.

**PART 10 – DECISIONS ON CLAIMS**

104. The employer must provide its written decision on a claim for entitlements under this Schedule (including a decision to cease or reduce or suspend income compensation and decisions to review income compensation and decisions on recovery/return to work plans) to the person who made the claim (including by their representative). The written decision must include the information required by s31(8)(b) of the *RTW Act* and regulation 20 of the *RTW Regulations*.
105. The employer must decide claims for entitlements under this Schedule (including claims for the provision of a recovery/return to work plan) as quickly as reasonable practicable and where the claim is for income compensation must, wherever practicable, endeavour to decide the claim within 10 business days from receipt of the claim.
106. A person who believes there has been undue delay in deciding a claim or other matter affecting the person under this Schedule may apply to SAET for expedited determination of the matter.
107. An application for an expedited determination of a matter cannot be made until at least 10 business days after the matter was placed before the relevant decision maker.
108. On an application for expedited determination of a matter, SAET may (in addition to such other powers as SAET may have) give directions SAET considers necessary to expedite the determination of the matter or decide the matter itself.
109. If SAET decides a claim on an application for expedited decision, the decision is to be treated as a decision of the employer.

**PART 11 – DISPUTE RESOLUTION**

110. For the avoidance of doubt and without limiting such other legal rights as the employer and a person claiming an entitlement under this Schedule may have:
  - 110.1 disputes over the employer's decisions on entitlements under this Schedule may be resolved pursuant to chapter two part one of the Fair Work Act 1994 and/or chapter two part two of the Fair Work Act 1994 (including concurrently) and any successor legislation to those provisions; and
  - 110.2 proceedings and dispute resolution processes taking issue with the employer's decision/s on entitlements under this Schedule may be commenced by either the person claiming the entitlement or his or her union.

111. Proceedings in the SAET about the employer's decision/s on entitlements under this Schedule should, so far as is reasonable practicable, be heard together with such other proceedings between the same parties in the SAET as may exist.

## PART 12 – COSTS OF PROCEEDINGS

### General Entitlement to Costs

112. A party (other than the employer) is entitled, subject to this Schedule, to an award against the employer for the party's reasonable costs of proceedings for resolution of the matter before SAET.
113. Costs may also be awarded to cover the cost of representation by a legal practitioner or an employee or employee of the employee's union and disbursements incurred by a party to proceedings before SAET up to a reasonable amount reasonable incurred, subject to the qualification that costs for medical services reimbursed as disbursements in the proceedings are limited to the scale of charges applicable at the relevant time that apply for the purposes of s33 of the *RTW Act* or, if a service is not covered by a scale of charges under that section, to an amount determined in accordance with the principles under that section.
114. If SAET is of the opinion that a party:
- 114.1 has acted unreasonably:
    - 114.1.1 in bringing proceedings before SAET; or
    - 114.1.2 in view of an assessment or recommendation of a SAET member under s43(13) of the *South Australian Employment Tribunal Act 2014*; or
    - 114.1.3 without limiting clause 114.1.2, in failing to discontinue or settle any proceedings before the conclusion of the hearing of a matter; or
    - 114.1.4 in relation to any other aspect of the conduct of proceedings before SAET; or
  - 114.2 has acted frivolously or vexatiously in bringing or in relation to the conduct of proceedings before SAET;
- SAET may:
- 114.3 decline to make an award of costs in favour of the party and may further (if it thinks fit) make an award of costs against the party; or
  - 114.4 reduce the amount of the award of costs to which the party would otherwise have been entitled.
115. Subject to clause 116, an award of costs to cover professional advice or assistance may, if SAET considers appropriate, be made in favour of the person who provided the professional advice or assistance.
116. An award of costs to cover the cost of representation by an employee or employee's union is payable to the union.
117. An award of legal costs cannot exceed 85% of the amount that would be allowable under the relevant Supreme Court scale if the proceedings were in the Supreme Court.

### Costs liability of representatives

118. If a professional representative acting for a party to proceedings before SAET under this Schedule (whether personally or through an employee or agent) has caused costs to be incurred improperly or without reasonable cause or to be wasted by undue delay or negligence or by any other misconduct or default, SAET may order:
- 118.1 that all or any of the costs between the professional representative and his or her client be disallowed or that the professional representative repay to his or her client the whole or part of any money paid on account of costs;
  - 118.2 that the professional representative pay to his or her client all or any of the costs which his or her client has been ordered to pay to any party;

- 118.3 that the professional representative pay all or any of the costs of any party other than his or her client.
119. Without limiting clause 118, a professional representative is in default for the purposes of that subclause if any proceedings cannot conveniently be heard or proceed, or fail or are adjourned without any useful progress being made, because the professional representative failed to:
- 119.1 attend in person or by a proper representative; or
- 119.2 file any document which ought to have been filed; or
- 119.3 lodge or deliver any document for the use of SAET which ought to have been lodged or delivered; or
- 119.4 be prepared with any proper evidence or account; or
- 119.5 otherwise proceed.
120. SAET may not make an order against a professional representative under clause 118 unless SAET has informed the professional representative of the nature of the order proposed and allowed the professional representative a reasonable opportunity to make representations, and call evidence, in relation to the matter.
121. SAET may order that notice of any proceedings or order against a professional representative under clause 118 be given to the client in such manner as SAET directs.
122. SAET's power to make an order under clause 118 is exercisable by a presidential member of SAET or another member of SAET who is authorised by a presidential member of SAET to make the particular order.

### **PART 13 – MISCELLANEOUS**

#### Interest on Delayed Income Compensation

123. If:
- 123.1 Income compensation, or part of income compensation, is not paid as and when require to be paid under this Schedule; or
- 123.2 the payment of income compensation is delayed pending resolution of a dispute over the employer's decision/s on an entitlement to income compensation under this Schedule; then
- 123.3 interest will be paid on any arrears, however, no interest is payable under this clause if the delay is attributable to some fault on the part of the eligible employee.

#### Interim payments

124. A person may, pending the final determination of a claim, apply to the employer for interim payments of income compensation under this Schedule.
125. The employer must offer to make interim payments if it fails to determine the relevant claim within 10 business days after tile date of receipt of the claim unless the failure to determine the claim is:
- 125.1 due to the unreasonable failure or refusal of the person making the claim to attend a medical examination arranged by the employer; or
- 125.2 because the employer has arranged an examination for the purposes of a work capacity review and that examination is yet to occur.
126. If on the final determination of a claim (if the employer rejects the claim, the claim is finally determined when any relevant proceedings have been completely finalised) an amount the employee was not entitled to has been paid under this clause, the employer may recover that amount as a debt in a Court of competent jurisdiction.

#### Income Compensation and Leave Entitlements

127. Section 50 of the *RTW Act* is incorporated into this Schedule. To the extent that s50 of the *RTW Act* is inconsistent with clauses 80 through 83, those clauses prevail.
128. The references to “weekly payments” in s50 of the *RTW Act* as incorporated into this Schedule are to be read as references to income compensation pursuant to this Schedule.

*Injuries that develop gradually*

129. The date when an injury that develops gradually or is a disease will be taken to have occurred will be determined in accordance with *RTW Act* s188.

*Costs associated with lump sum payment agreements*

130. If the employer offers an eligible employee a lump sum payment agreement, and the eligible employee incurs costs in having one or more of annexures A, B or C to such an agreement completed by a professional adviser, a financial adviser or a recognised health practitioner, the employer must reimburse the eligible employee for any such costs subject to any limits applicable at the time the relevant advice is obtained pursuant to ss53 and 54 of the *RTW Act*.

*Review & anomalies*

131. The employer and the relevant unions parties to the Award and the employer shall:
- 131.1 jointly review the operation of this Schedule with that review to commence 2 years after the order incorporating this Schedule in this Award is made and to conclude within 2 months of commencement; and
- 131.2 use their best endeavours to resolve perceived anomalies or perceived unfair situations arising out of the operation of this Schedule or the alteration to the rights of employees arising out of the change from the *WR&C Act* to the *RTW Act*.

**SCHEDULE 6**

**ATTACHMENT 1**

**RECOVERY/RETURN TO WORK PLAN**

**Recovery/Return to Work Plan**

**No:**

Boxes marked \* MUST be completed in full. This is not a prescribed or designated form.

**Details**

Commencement date/action:	Completion date/action:
*Worker’s full name:	*Claim no:
Pre-injury occupation:	*Date of birth:
*Pre-injury employer:	*Date of injury:
Return to work coordinator:	*Nature of injury:
Is an interpreter required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Preferred language:

**Objectives:**

**Mandatory:** Select at least one of the following objectives

- (i) The worker’s return to the pre-injury employment with the pre-injury employer;
- (ii) The worker’s return to different employment with the pre-injury employer;
- (iii) The worker’s return to the pre-injury employment but with a different employer;
- (iv) The worker’s return to different employment with a different employer;
- (v) The worker’s return to independence within the community;

Goal(s):	Actions and services required to meet the goals and objectives of this recovery/return to work plan	By whom (name) By when (date)

**Hourly wage rate to be paid by employer (section 19 —Payment of wages for alternative or modified duties): \$**  
 If an eligible employee who has been incapacitated for work in consequence of a work injury undertakes alternative or modified duties under employment or an arrangement that falls outside the eligible employee’s contract of service for the employment from which the injury arose, the employer must pay an appropriate wage or salary in respect of those duties.



**SCHEDULE 6**

**ATTACHMENT 2**

**Lump Sum Agreement  
To  
EXTINGUISH RIGHTS**

[to income compensation and/or medical and/or related expense compensation]  
(amend as appropriate)

**Pursuant to Schedule 6 of the Government Stores Employees Interim Award**

This is an agreement between:

[insert eligible employee’s name]  
“the eligible employee”

And

Chief Executive of the Department of the Premier and Cabinet  
“the employer”

**Background**

1. The eligible employee suffered an injury or injuries as follows (the injury or injuries)::

Injury Date	Injury Description

2. The employer has undischarged liabilities to the eligible employee to pay income compensation and compensation for medical and/or related expenses [delete “income compensation and” if appropriate] in respect of the injury or injuries in accordance with Schedule 6 of the Government Stores Employees Interim Award (**the undischarged liabilities**).
3. Noting that no lump-sum payment agreement can be finalised unless the eligible employee has received competent professional advice about the consequences of this agreement, the eligible employee has received such advice, as appears from Annexure “A”.
4. Noting that no lump-sum payment agreement can be finalised unless the eligible employee has received competent financial advice about the investment or use of the lump sum payment, the eligible employee has received such advice, as appears from Annexure “B”.
5. Noting that no lump-sum payment agreement can be finalised unless a recognised health practitioner has certified that the extent of the eligible employee’s incapacity resulting from the Injury or Injuries can be determined with a reasonable degree of confidence and has advised the eligible employee about the future medical assistance of any kind that the eligible officer will or is likely to require on account of the Injury or Injuries and any related surgery, treatment or condition, a recognised health practitioner has so certified and has so advised as appears from Annexure “C”.
6. The eligible employee and the employer have reached an agreement for the employer to pay a lump sum to the eligible employee which payment will extinguish the undischarged liabilities.

**THE ELIGIBLE EMPLOYEE AND THE EMPLOYER HEREBY AGREE AND ACKNOWLEDGE**

7. That the matters set out in paragraphs 1 through 6 of this agreement are true and correct to the best of the eligible employee’s and the employer’s knowledge, understanding and belief.





**NOTIFICATION TO ELIGIBLE EMPLOYEE**

Under Section 33A of the *Health and Other Services (Compensation) Act 1995* (Medicare Act), you are advised that the employer intends to make an advance payment under Section 338 of the Medicare Act for compensation payable under a judgment or settlement as follows:

1. The employer intends to make an advance payment to the Commonwealth.
2. The amount of the advance payment will be 10% of the total redemption [insert dollar figure].
3. The Commonwealth can retain some or all of the advance payment for eligible benefits paid by the Commonwealth in respect of services and care rendered or provided in the course of treatment for, or as a result of, your compensable injury or injuries. If the amount specified in the notice under Section 33C of the Act is less than the amount of advance payment, the difference is payable by the Commonwealth to you.
4. You will be required to make an additional payment to the Commonwealth in respect of the eligible benefits if the amount specified by the written notice given to you under Section 33C of the Act is greater than the amount of the advance payment.

I acknowledge receipt of the above advice.

[insert name of eligible employee]

.....

Date

**ANNEXURE “A”**

**PROFESSIONAL ADVICE**

**SUBJECT: Lump sum payment agreement under Schedule 6 of the Government Stores Employees Interim Award**

I, [insert name of eligible employee], have received competent professional advice about the consequence of a lump-sum payment in the amount of

..... from .....

I have received advice on matters including the following:

- A. That on receipt of this lump-sum payment I have no entitlement to income compensation in respect of dates on or after receipt of that payment or payment of medical and/or related expenses incurred on or after receipt of that payment in relation to my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- B. That on receipt of lump-sum payment in respect of medical and/or related expenses I may not be able to claim medical benefits from Medicare nor my health fund for treatment regarding my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- C. Taxation implications of the lump sum payment, if any. In particular, I have been advised that it may seek a private ruling in accordance with the Income Tax Assessment Act 1997.
- D. Centrelink implications in relation to the lump-sum payment.

[Insert name of eligible employee]

Adviser’s name

[Insert address of eligible employee]

Adviser’s Company name and address:

.....

.....

Eligible employee’s signature

Adviser’s Signature

.....

.....

Date and time signed by eligible employee

Date and time signed by adviser:

**ANNEXURE "B"**

**FINANCIAL ADVICE**

**SUBJECT: Lump-sum payment agreement under Schedule 6 of the Government Stores Employees Interim Award.**

I, [Insert name of eligible employee] have received competent financial advice from

.....

About the investment or use of the lump-sum payment of [insert dollar figure]. I am satisfied the advice is appropriate to my circumstances

[Insert name of eligible employee]

Adviser's Name:

[Insert address of eligible employee]

Adviser's Company name and address:

.....

Eligible employee's signature

.....

Adviser's Signature

.....

Date and time signed by eligible employee:

.....

Date and time signed by adviser:

**ANNEXURE “C”**

**MEDICAL CERTIFICATE**

**SUBJECT: Lump-sum payment agreement under Schedule 6 of the Government Stores Employees Interim Award**

I, ..... hereby certify that the extent of [insert name of eligible employee]’s, incapacity result from the following injury/injuries can be determined with a reasonable degree of confidence:

Injury date	Injury description	Employer

I also certify that [insert name of eligible employee] has received advice from me about the future medical services (and, if relevant, therapeutic appliances and other forms of assistance related to his or her future health) that [insert name of eligible employee] will or is likely to require on account of the work injury or injuries set out above and any related surgery, treatment or condition.

Signature:

Qualifications:

Address/contact details:

Date:

**APPLICATIONS FILED**

<i>Case No.</i>	<i>Description</i>
<b>6385/2000</b>	AWARD VARIATION (Was Reg No 31 but changed to Reg No 32.) Award varied. Clause F8 - Motor Vehicle Reimbursement Rates. Oupdate 01/10/1999.
<b>2523/2001</b>	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements. Oupdate 09/02/2001.
<b>4123/2001</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call and Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2001. Oupdate 07/07/2001.
<b>600/2002</b>	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements re SWC 2001. Oupdate 09/02/2002.
<b>2230/2002</b>	AWARD VARIATION Award varied. Cl. F8 Motor Vehicle Reimbursement Rates. Oupdate 20/02/2002.
<b>4316/2002</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-call & Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2002. Oupdate ppc 07/07/2002.
<b>7905/2002</b>	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements re SWC 2002. Oupdate ppc 13/11/2002.
<b>3526/2003</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-call & Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2003. Oupdate ppc 07/07/2003.
<b>7438/2003</b>	AWARD VARIATION Award varied. Sch 5 Training Wage Arrangements re National Training Wage & SWC 2003. Oupdate ppc 13/11/2003
<b>8177/2003</b>	AWARD VARIATION Award varied. Cl. F8 Motor Vehicle Allowance re SWC 2003. Oupdate ppc 07/07/2003.
<b>4218/2004</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2004. Oupdate ppc 07/07/2004.
<b>8057/2004</b>	AWARD VARIATION Award varied. Sch. 5 Training Wage Arrangements re SWC 2004. Oupdate ppc 13/11/2004.
<b>2320/2005</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-call and Re-call to Duty, Sch. 1 Rates of Pay, Sch. 2 Allowances re SWC 2005. Oupdate ppc 07/07/2005. Sch. 5 Training Wage Arrangements oupdate ppc 13/11/2005.
<b>3528/2005</b>	AWARD VARIATION Award NOT varied - appln withdrawn re severance pay.
<b>683/2006</b>	AWARD VARIATION Award varied. Cl. E1 Annual Leave, Cl. E2 Parental Leave, Cl. E3 Personal Leave - Injury & Sickness, Cl. E4(b) Bereavement Leave, New Cl. E7 Personal Leave to Care for a Family Member, New Cl. H8 Continuous Service. Oupdate 21/02/2006.

<i>Case No.</i>	<i>Description</i>
<b>741/2006</b>	AWARD VARIATION Award varied. Cl. A3 Scope & Persons Bound re "DAIS", Cl. C1 Contract of Employment re part-time & casual employees. Update 03/03/2006.
<b>949/2006</b>	AWARD VARIATION Award varied. Cl. F8 Motor Vehicle Allowance, Cl. F9 Travelling, Expenses Reimbursement. Update ppc 23/12/2005.
<b>3461/2006</b>	AWARD VARIATION Award varied. Sch.1 Rates of Pay, Sch. 4 Supported Wage Provisions re Remuneration Minimum Standard. Update ppc 17/04/2006.
<b>4199/2006</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call and Recall to Duty, Cl. F11 Safety Net Adjustment, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances re General Application to Review Wages 2006. Update ppc 07/07/2006. Sch. 5 Training Wage Arrangements. Update ppc 13/11/2006.
<b>909/2007</b>	AWARD VARIATION Award varied. Cl. A3 Scope & Persons Bound, Cl. F2 Overtime, Cl. F8 Motor Vehicle Allowance, Cl. F9 Travelling Expenses Reimbursement, Cl. G2 Grievance & Dispute Settling Procedure, Cl. H1 Other Conditions of Employment re expense related allowances and change from DAIS to DPC. Update ppc 23/12/2006.
<b>2377/2007</b>	AWARD VARIATION Award varied. Sch. 1 Rates of Pay, Sch. 4 Supported Wage Provisions re Minimum Standard for Remuneration. Update ppc 02/03/2007.
<b>4471/2007</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2007. Updates ppc 07/07/2007, 01/10/2007 & 13/11/2007.
<b>5858/2008</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2008. Update ppc 01/10/2008.
<b>676/2009</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement, Cl. G2 Grievance & Dispute Settling Procedure re expense related allowances & change of Departmental name of PSWD to PSWR. Update ppc 23/12/2008.
<b>5708/2009</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2009. Update ppc 01/10/2009.
<b>319/2010</b>	AWARD VARIATION Award varied. Cl. F9 Travelling, Expenses Reimbursement, Cl. F8 Motor Vehicle Allowance, Cl. E3 Personal Leave - Injury & Sickness re expense related allowances and sick leave during long service leave. Update ppc 23/12/2009.
<b>4652/2010</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2010. Update ppc 01/10/2010.

<i>Case No.</i>	<i>Description</i>
<b>287/2011</b>	AWARD VARIATION Award varied. Cl. F9 Travelling, Expenses Reimbursement. Oupdate ppc 23/12/2010.
<b>4298/2011</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2011. Oupdate ppc 01/10/2011.
<b>5882/2011</b>	AWARD VARIATION Award varied. Clause C1 Contract of Employment re Casual Loading Case. Updates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
<b>121/2012</b>	AWARD VARIATION Award varied. Cl. F9 Travelling, Expenses Reimbursement. Oupdate ppc 23/12/2011.
<b>2758/2012</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2012. Oupdate ppc 01/07/2012.
<b>357/2013</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2012.
<b>3200/2013</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2013. Oupdate ppc 01/07/2013.
<b>716/2014</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement. Oupdate ppc 23/12/2013.
<b>4393/2014</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2014. Oupdate ppc 01/07/2014.
<b>831/2015</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2014.
<b>06389/2015</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2015. Oupdate ppc 01/07/2015.
<b>9345/2015</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2015.
<b>3236/2016</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2016. Oupdate ppc 01/07/2016.

<i>Case No.</i>	<i>Description</i>
<b>7046/2016</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement. Oupdate 22/12/2016.
<b>3383/2017</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2017. Oupdate ppc 01/07/2017.
<b>00612/2018</b>	AWARD VARIATION Award varied. New Cl. H9 & new Sch. 6 Additional Compensation for Certain Work Related Injuries or Illnesses. Oupdate 30/09/1987.
<b>1074/2018</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2017.
<b>4324/2018</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2018. Oupdate ppc 01/07/2018.
<b>1972/2019</b>	AWARD VARIATION Award varied. Cl. F9 Travelling Expenses Reimbursement. Oupdate ppc 22/12/2018.
<b>ET-19-01422</b>	AWARD VARIATION Award varied. Cl. F6 First Aid, Cl. F7 On-Call & Recall to Duty, Cl. F8. Motor Vehicle Allowance, Cl. F11 Safety Net Adjustments, Cl. F12 Economic Incapacity Applications, Sch. 1 Wage Rates, Sch. 2 Allowances, Sch. 4 Supported Wage Provisions, Sch. 5 Training Wage Arrangements re SWC 2019. Oupdate ppc 01/07/2019.