

**CURRENT AWARD as at 17 May 2016****Aged Care Award 2010****Table of Contents****Part 1— Application and Operation**

1. Title
2. Commencement and transitional
3. Definitions and interpretation
4. Coverage
5. Access to the award and the National Employment Standards
6. The National Employment Standards and this award
7. Award flexibility

**Part 2— Consultation and Dispute Resolution**

8. Consultation
9. Dispute resolution

**Part 3— Types of Employment and Termination of Employment**

10. Employment categories
11. Termination of employment
12. Redundancy

**Part 4— Minimum Wages and Related Matters**

13. Classifications
14. Minimum weekly wages

**EXPOSURE DRAFT****Aged Care Award 2016****Table of Contents****Part 1— Application and Operation of this Award**

1. Title and commencement
2. Definitions
3. The National Employment Standards and this award
4. Coverage
5. Effect of variations made by the Fair Work Commission
6. Award flexibility for individual arrangements
7. Facilitative provisions for flexible working practices

**Part 2— Types of Employment and Classifications**

8. Types of employment
9. Full-time employment
10. Part-time employment
11. Casual employment
12. Classifications

**Part 3— Hours of Work**

13. Ordinary hours of work
14. Rostering arrangements
15. Sleepovers

15. Allowances

16. District allowances

17. Payment of wages

18. Accident pay

19. Supported wage system

20. National training wage

21. Superannuation

**Part 5— Hours of Work and Related Matters**

22. Ordinary hours of work and rostering

23. Saturday and Sunday work

24. Breaks

25. Overtime penalty rates

26. Shiftwork

27. Higher duties

**Part 6— Leave and Public Holidays**

28. Annual leave

29. Public holidays

30. Personal/carer's leave and compassionate leave

31. Community service leave

32. Ceremonial leave

**Schedule A —Transitional Provisions****Schedule B —Classification Definitions****Schedule C —Supported Wage System**

16. Breaks

**Part 4— Wages and Allowances**

17. Minimum wages

18. Allowances

19. Superannuation

**Part 5— Overtime and Penalty Rates**

20. Weekend penalties

21. Shiftwork

22. Overtime

**Part 6— Leave and Public Holidays**

23. Annual leave

24. Personal/carer's leave and compassionate leave

25. Parental leave and related entitlements

26. Public holidays

27. Community service leave

28. Ceremonial leave

**Part 7— Consultation and Dispute Resolution**

29. Consultation about major workplace change

30. Consultation about changes to rosters or hours of work

31. Dispute resolution

**Part 8— Termination of Employment and Redundancy**

32. Termination of employment

33. Redundancy

<p><b>Schedule D—National Training Wage</b></p> <p><b>Appendix D1: Allocation of Traineeships to Wage Levels</b></p> <p><b>Schedule E—2015 Part-day Public Holidays</b></p> <p><b>Schedule F—School-based Apprentices</b></p>	<p>34. Transfer to lower paid job on redundancy</p> <p>35. Employee leaving during redundancy notice period</p> <p>36. Job search entitlement</p> <p><b>Schedule A—Classification Definitions</b></p> <p><b>Schedule B—Summary of Hourly Rtes of Pay</b></p> <p><b>Schedule C—Summary of Monetary Allowances</b></p> <p><b>Schedule D—Supported Wage System</b></p> <p><b>Schedule E—School-based Apprentices</b></p> <p><b>Schedule F—National Training Wage</b></p> <p><b>Schedule G—2015 Part-day Public Holidays</b></p>
<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b></p> <p>This award is the <i>Aged Care Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p><b>2.3</b> This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> </ul>	<p><b>Part 1—Application and Operation of this Award</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This award is the <i>Aged Care Award 2016</i>.</p> <p><b>1.2</b> This modern award, as varied, commenced operation on 1 January 2010.</p> <p><b>1.3</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed – obsolete</i></p>

<ul style="list-style-type: none"> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</li> <li>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</li> </ul>	
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p><b>aged care industry</b> means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation</p>	<p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p><b>aged care industry</b> means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility</p>

<p>facility</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>apprentice</b> means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>day shift</b> means a shift worked between 6.00 am and 6.00 pm Monday to Friday</p> <p><b>default fund employee</b> means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>Division 2B State award</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>Division 2B State employment agreement</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>enterprise award-based instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections</p>	<p><b>all purposes</b> means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave</p> <p><b>apprentice</b> means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority</p> <p><b>casual ordinary hourly rate</b> means the hourly rate for a casual employee for the employee's classification specified in clause 17, plus any allowances specified as being included in the employee's ordinary hourly rate</p> <p><b>day shift</b> means a shift worked between 6.00 am and 6.00 pm Monday to Friday</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>on-hire</b> means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p><b>ordinary hourly rate</b> means the hourly rate for the employee's classification specified in clause 17, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes</p> <p><b>standard rate</b> means the minimum weekly rate for an Aged care employee—level 6 in clause 17.1—Minimum wages</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
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<p>59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>on-hire</b> means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p><b>standard rate</b> means the minimum wage for an Aged care employee—level 6 in clause 14—Minimum weekly wages</p> <p><b>transitional minimum wage instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	
<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to clause 2.2</i></p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the aged care industry and their employees in the classifications listed in clause 14—Minimum weekly wages, to the exclusion of any other modern award.</p> <p><b>4.2</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.3</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.4</b> The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.5</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the aged care industry and their employees in the classifications listed in clause 17—Minimum wages, to the exclusion of any other modern award.</p> <p><b>4.2</b> <b>Aged care industry</b> means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility</p> <p><b>4.3</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.4</b> This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.</p> <p><b>4.5</b> The award does not cover:</p>

<p>award.</p> <p><b>4.6</b> This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.</p> <p><b>4.7</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>	<p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.6</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>
<p><b>5. Access to the award and the National Employment Standards</b></p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p><b>3.3</b> The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>

<p><b>7. Award flexibility</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>6. Award flexibility for individual arrangements</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>						
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1</b> A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p><b>7.2</b> Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1223 512 2112 719"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>14.2(b)</td> <td>Rest breaks between rostered work</td> <td>An individual employee</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	14.2(b)	Rest breaks between rostered work	An individual employee
Clause	Provision	Agreement between an employer and:					
14.2(b)	Rest breaks between rostered work	An individual employee					
<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles.</i></p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>29. Consultation about major workplace change</b></p> <p><b>30. Consultation about changes to rosters or hours of work</b></p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles.</i></p>						
<p><b>9. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>31. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>						
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>10. Employment categories</b></p> <p><b>10.1</b> Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>(a) full-time;</li> <li>(b) part-time; or</li> </ul>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>(a) full-time employment;</li> <li>(b) part-time employment; or</li> </ul>						



<p>(c) casual.</p> <p>At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.</p>	<p>(c) casual employment.</p> <p><b>8.2</b> At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis.</p> <p><b>8.3</b> An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.</p>
<p><b>10.2 Full-time employees</b></p> <p>A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22.1 of this award.</p>	<p><b>9. Full-time employment</b></p> <p>A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 13.1 of this award.</p>
<p><b>10.3 Part-time employees</b></p> <p>(a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.</p> <p>(b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.</p> <p>(c) Any agreed variation to the hours of work will be in writing.</p> <p>(d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.</p> <p>(e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.</p>	<p><b>10. Part-time employment</b></p> <p><b>10.1</b> A part-time employee is an employee who is engaged to work less than an average of 38 hours per week and has reasonably predictable hours of work.</p> <p><b>10.2</b> Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.</p> <p><b>10.3</b> Any agreed variation to the hours of work will be in writing.</p> <p><b>10.4</b> The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.</p> <p><b>10.5</b> Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.</p>
<p><b>10.4 Casual employees</b></p> <p>(a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including 38 ordinary hours per week.</p>	<p><b>11. Casual employment</b></p> <p><b>11.1</b> A casual employee is an employee engaged on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including 38 ordinary hours per week.</p>

<p><b>(b)</b> A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee’s classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.</p>	<p><b>11.2</b> A casual employee will be paid per hour worked:</p> <p><b>(a)</b> the ordinary hourly rate appropriate to the employee’s classification; and</p> <p><b>(b)</b> a loading of <b>25%</b> of that rate.</p> <p><b>11.3</b> The casual loading is paid instead of the paid leave entitlements accrued by full-time employees.</p>
<p><b>11. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p> <p>...</p> <p><b>11.3 Job search entitlement</b></p> <p><i>Clauses 11.3 and 12.4 moved to clause 36</i></p>	<p><b>Part 8—Termination of Employment and Redundancy</b></p> <p><b>32. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p> <p><i>Clauses 11.3 and 12.4 moved to clause 36</i></p>
<p><b>12. Redundancy</b></p> <p><i>Provisions not reproduced - no change other than renumbering of clause and clause titles.</i></p>	<p><b>33. Redundancy</b></p> <p><b>34. Transfer to lower paid job on redundancy</b></p> <p><b>35. Employee leaving during redundancy notice period</b></p> <p><b>36. Job search entitlement</b></p> <p><i>Provisions not reproduced - no change other than renumbering of clause and clause titles.</i></p>
<p><b>12.5 Transitional provisions – NAPSA employees</b></p> <p><b>12.6 Transitional provisions – Division 2B State employees</b></p>	<p><i>Transitional provisions removed</i></p>
<p><b>Part 4—Minimum Wages and Related Matters</b></p> <p><b>13. Classifications</b></p> <p>All employees covered by this award must be classified according to the structure and definitions set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>12. Classifications</b></p> <p><b>12.1</b> All employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Definitions.</p> <p><b>12.2</b> Employers must advise their employees in writing of their classification</p>

<p><b>14. Minimum weekly wages</b></p> <p><b>14.1 Minimum wages—Aged Care Employee</b></p> <table border="1"> <thead> <tr> <th>Classification</th> <th>Per week</th> </tr> <tr> <td></td> <th>\$</th> </tr> </thead> <tbody> <tr> <td>Aged care employee—level 1</td> <td>698.40</td> </tr> <tr> <td>Aged care employee—level 2</td> <td>727.30</td> </tr> <tr> <td>Aged care employee—level 3</td> <td>756.00</td> </tr> <tr> <td>Aged care employee—level 4</td> <td>764.90</td> </tr> <tr> <td>Aged care employee—level 5</td> <td>790.70</td> </tr> <tr> <td>Aged care employee—level 6</td> <td>833.30</td> </tr> <tr> <td>Aged care employee—level 7</td> <td>848.30</td> </tr> </tbody> </table> <p><b>14.2 Cooking apprentices</b></p> <p>An employee apprenticed in the cooking trade will be paid the percentage of Level 4 set out in the following table:</p> <table border="1"> <thead> <tr> <th>Year of apprenticeship</th> <th>% of Level 4 rate for apprentices who have not completed year 12</th> <th>% of Level 4 rate for apprentices who have completed year 12</th> </tr> </thead> <tbody> <tr> <td>1st year</td> <td>55</td> <td>55</td> </tr> <tr> <td>2nd year</td> <td>65</td> <td>65</td> </tr> <tr> <td>3rd year</td> <td>80</td> <td>80</td> </tr> </tbody> </table>	Classification	Per week		\$	Aged care employee—level 1	698.40	Aged care employee—level 2	727.30	Aged care employee—level 3	756.00	Aged care employee—level 4	764.90	Aged care employee—level 5	790.70	Aged care employee—level 6	833.30	Aged care employee—level 7	848.30	Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12	1st year	55	55	2nd year	65	65	3rd year	80	80	<p>upon commencement and of any subsequent changes to their classification.</p> <p><b>Part 4—Wages and Allowances</b></p> <p><b>17. Minimum wages</b></p> <p><b>17.1 Minimum wages—Aged Care Employee</b></p> <table border="1"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly rate \$</th> <th>Minimum hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Aged care employee—level 1</td> <td>698.40</td> <td>18.38</td> </tr> <tr> <td>Aged care employee—level 2</td> <td>727.30</td> <td>19.14</td> </tr> <tr> <td>Aged care employee—level 3</td> <td>756.00</td> <td>19.89</td> </tr> <tr> <td>Aged care employee—level 4</td> <td>764.90</td> <td>20.13</td> </tr> <tr> <td>Aged care employee—level 5</td> <td>790.70</td> <td>20.81</td> </tr> <tr> <td>Aged care employee—level 6</td> <td>833.30</td> <td>21.93</td> </tr> <tr> <td>Aged care employee—level 7</td> <td>848.30</td> <td>22.32</td> </tr> </tbody> </table> <p><b>17.2 Cooking apprentices</b></p> <p>An employee apprenticed in the cooking trade will be paid the percentage of Level 4 set out in the following table:</p> <table border="1"> <thead> <tr> <th>Year of apprenticeship</th> <th>% of Level 4 rate</th> </tr> </thead> <tbody> <tr> <td>1st year</td> <td>55</td> </tr> <tr> <td>2nd year</td> <td>65</td> </tr> <tr> <td>3rd year</td> <td>80</td> </tr> <tr> <td>4th year</td> <td>95</td> </tr> </tbody> </table>	Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Aged care employee—level 1	698.40	18.38	Aged care employee—level 2	727.30	19.14	Aged care employee—level 3	756.00	19.89	Aged care employee—level 4	764.90	20.13	Aged care employee—level 5	790.70	20.81	Aged care employee—level 6	833.30	21.93	Aged care employee—level 7	848.30	22.32	Year of apprenticeship	% of Level 4 rate	1st year	55	2nd year	65	3rd year	80	4th year	95
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<b>14.3 Gardening apprentices</b>			<b>17.3 Gardening apprentices</b>		
(a) An employee apprenticed in the gardening and landscaping trade will be paid the percentage of Level 4 set out in the following table:			(a) An employee apprenticed in the gardening and landscaping trade prior to 1 January 2015 will be paid the percentage of Level 4 set out in the following table:		
<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>	<b>Year of apprenticeship</b>	<b>Apprentices who have not completed year 12</b>	<b>Apprentices who have completed year 12</b>
1st year	50	52.5		<b>% of Level 4 rate</b>	
2nd year	60	65	1st year	50	52.5
3rd year	75	75	2nd year	60	65
4th year	95	95	3rd year	75	75
			4th year	95	95
(b) An employee apprenticed in the gardening and landscaping trade on or after 1 January 2015 will be paid the percentage of Level 4 set out in the following table:			(b) An employee apprenticed in the gardening and landscaping trade on or after 1 January 2015 will be paid the percentage of Level 4 set out in the following table:		
<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>	<b>Year of apprenticeship</b>	<b>Apprentices who have not completed year 12</b>	<b>Apprentices who have completed year 12</b>
1st year	50	55		<b>% of Level 4 rate</b>	
2nd year	60	65	1st year	50	55
3rd year	75	75	2nd year	60	65
4th year	95	95	3rd year	75	75
			4th year	95	95

<p><b>14.4 Adult apprentices</b></p> <p>(a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for Level 4, or the rate prescribed by clause 14.2 or 14.3 for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1 or the rate prescribed by the relevant apprenticeship clause 14.2 or 14.3 for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p>	<p><b>17.4 Adult apprentices</b></p> <p>(a) An adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the first year of their apprenticeship must be paid the greater of:</p> <p>(i) <b>80%</b> of the minimum wage for Level 4; or</p> <p>(ii) the rate prescribed by clause 17.2 or 17.3 for the relevant year of the apprenticeship.</p> <p>(b) An adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be paid the greater of:</p> <p>(i) the rate for the lowest adult classification in clause 17.1; or</p> <p>(ii) the rate prescribed by the relevant apprenticeship clause 17.2 or 17.3 for the relevant year of the apprenticeship.</p> <p>(c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least:</p> <p>(i) six months as a full-time employee; or</p> <p>(ii) 12 months as a part-time or regular and systematic casual employee,</p> <p>immediately prior to commencing the apprenticeship.</p> <p>(d) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 17.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p>
<p><b>14.5 Apprentice conditions of employment</b></p> <p>(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to</p>	<p><b>17.5 Apprentice conditions of employment</b></p> <p>(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to</p>

<p>apprentices.</p> <p>(b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(c) For the purposes of clause 14.5(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p>	<p>apprentices.</p> <p>(b) <b>Payment for block release training</b></p> <p>(i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.</p> <p>(ii) Clause 17.5(b)(i) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(iii) For the purposes of clause 17.5(b)(i), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.</p> <p>(iv) For the purposes of clause 17.5(b)(i), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p>
<p>(d) The amount payable by an employer under clause 14.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p> <p>(e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the</p>	<p>(c) <b>Reduction in payment for block release training</b></p> <p>The amount payable by an employer under clause 17.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p> <p>(d) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the</p>

<p>training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p>(f) An employer may meet its obligations under 14.5(e) by paying any fees and/or cost of textbooks directly to the RTO.</p>	<p>relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p>(e) An employer may meet its obligations under 17.5(d) by paying any fees and/or cost of textbooks directly to the RTO.</p>
<p>(g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>(h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of Schedule F—School-based Apprentices.</p> <p>(i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p>	<p>(f) <b>Attendance at block release training</b></p> <p>(i) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>(ii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of clause 2—Definitions.</p> <p>(iii) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p>
<p><b>15. Allowances</b></p> <p><i>Proposed new provisions inserted</i></p>	<p><b>18. Allowances</b></p> <p><b>18.1</b> Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.</p> <p><b>18.2 Wage related allowances</b></p> <p>(a) <b>All purpose allowances</b></p> <p>Allowances paid for <b>all purposes</b> are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The leading hand allowance (clause 18.2(b)) is paid for all purposes under this award.</p>

<p><b>15.1 Adjustment of expense related allowances</b></p> <p>(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="280 534 1030 1029"> <thead> <tr> <th>Allowance</th> <th>Applicable CPI figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Clothing and equipment allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable CPI figure	Meal allowance	Take away and fast foods sub-group	Clothing and equipment allowance	Clothing and footwear group	Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	Vehicle allowance	Private motoring sub-group	<p><b>Schedule C—Summary of Monetary Allowances</b></p> <p><b>C.2 Expense related allowances</b></p> <p><b>C.2.1 Adjustment of expense related allowances</b></p> <p>(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="1310 630 2112 1125"> <thead> <tr> <th>Allowance</th> <th>Applicable CPI figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Clothing and equipment allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable CPI figure	Meal allowance	Take away and fast foods sub-group	Clothing and equipment allowance	Clothing and footwear group	Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	Vehicle allowance	Private motoring sub-group
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<p><b>15.2 Clothing and equipment</b></p> <p>(a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.</p> <p>(b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform</p>	<p><b>18.3 Expense related allowances</b></p> <p><b>(a) Clothing and equipment</b></p> <p>(i) Where the employer requires an employee to wear a uniform, the employer must:</p> <ul style="list-style-type: none"> <li>• supply the employee with an adequate number of uniforms free of cost appropriate to the occupation; and</li> </ul>																				



<p>allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.</p> <p>(c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.</p> <p>(d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.</p>	<ul style="list-style-type: none"> <li>• launder and maintain the uniforms.</li> </ul> <p>(ii) Any uniforms provided by the employer to an employee remain the property of the employer and must be provided to the employee and laundered free of charge.</p> <p>(iii) <b>Uniform allowance</b></p> <p>Instead of providing uniforms to employees under clause 18.3(a)(i), the employer and employee may agree that the employer will pay the employee the lesser of:</p> <ul style="list-style-type: none"> <li>• <b>\$1.23</b> per shift or part shift on duty; or</li> <li>• <b>\$6.24</b> per week.</li> </ul> <p>(iv) <b>Laundry allowance</b></p> <p>Where the uniform is not laundered by or at the expense of the employer, the employee will be paid the lesser of:</p> <ul style="list-style-type: none"> <li>• <b>\$0.32</b> per shift or part shift on duty; or</li> <li>• <b>\$1.49</b> per week.</li> </ul> <p>(v) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.</p> <p>(vi) Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.</p> <p>(vii) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must provide the special clothing or safety equipment or reimburse the employee for the cost of purchasing the special clothing or safety equipment.</p>
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**15.3 Leading hand allowance**

(a) A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

(b) A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

Leading hand in charge of:	% of standard rate
2-5 other employees	2.67
6-10 other employees	3.81
11-15 other employees	4.81
16 or more other employees	5.88

(c) This allowance will be part of salary for all purposes of this award.

(d) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

**15.4 Meal allowance**

(a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.21 in addition to any overtime payment as follows:

(i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

(ii) Provided that where such overtime work exceeds four hours

**18.2 Wage related allowances**

(b) **Leading hand allowance**

(i) A leading hand is an employee whose classification does not include supervisory responsibility and who is placed in charge of two or more employees of a substantially similar classification.

(ii) A leading hand will be paid a weekly allowance, based on the number of employees supervised, according to the following scale:

Leading hand in charge of:	\$ per week
2-5 other employees	22.25
6-10 other employees	31.75
11-15 other employees	40.08
16 or more other employees	49.00

(iii) This allowance will be part of salary for all purposes of this award.

(iv) An employee who works less than 38 hours per week will be entitled to the allowance on a pro rata basis.

**18.3 Expense related allowances**

(b) **Meal allowance**

(i) Where an employee is required to work at least one hour past the usual finishing time or, in the case of shiftworkers, where overtime work on any shift is more than one hour, the employee will be paid:

- a meal allowance of **\$12.21**; and
- if the overtime work exceeds four hours, another meal

<p>a further meal allowance of \$11.00 will be paid.</p> <p>(b) Clause 15.4(a) will not apply when an employee could reasonably return home for a meal within the meal break.</p> <p>(c) On request meal allowance will be paid on the same day as overtime is worked.</p>	<p>allowance of <b>\$11.00</b>.</p> <p>(ii) The allowances in clause 18.3(b)(i) will be paid in addition to any overtime payments.</p> <p>(iii) Clause 18.3(b)(i) will not apply when:</p> <ul style="list-style-type: none"> <li>• the employee could reasonably return home for a meal within the meal break; or</li> <li>• the employer has adequate cooking and dining facilities and provides the employee with an adequate meal.</li> </ul> <p>(iv) If requested by the employee, the meal allowance will be paid on the same day as the overtime is worked.</p>
<p><b>15.5 Nauseous work allowance</b></p> <p>(a) An allowance of 0.05% of the standard rate per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum of 0.27% of the standard rate for work performed in any week.</p> <p>(b) Notwithstanding the provisions of clause 15.5(a), a nauseous allowance is not payable by an employer who, at 1 January 2010, was not obliged to pay such an allowance under the terms of an award based transitional instrument. This subclause will only operate until 1 January 2011.</p>	<p><b>18.2 Wage related allowances</b></p> <p>(c) <b>Nauseous work allowance</b></p> <p>(i) An allowance of <b>\$0.42</b> per hour or part hour is payable to an employee engaged in:</p> <ul style="list-style-type: none"> <li>• handling linen of a nauseous nature that is not sealed in airtight containers; and/or</li> <li>• work that is of an unusually dirty or offensive nature having regard to the duties normally performed by employees in the same classification.</li> </ul> <p>(ii) An employee entitled to the allowance in clause 18.2(c)(i) will be paid a minimum weekly payment of <b>\$2.25</b>.</p>
<p><b>15.6 Tool allowance</b></p> <p>A tool allowance of \$11.00 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.</p>	<p><b>18.3 Expense related allowances</b></p> <p>(c) <b>Tool allowance</b></p> <p>A chef or cook will be paid <b>\$11.00</b> per week for the supply and maintenance of tools if the employer does not provide that chef or cook with all necessary tools.</p>

<p><b>15.7 Travelling, transport and fares</b></p> <p>(a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.</p> <p>(b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.</p> <p>(c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.7(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.</p>	<p><b>18.3 Expense related allowances</b></p> <p><b>(d) Travelling, transport and fares</b></p> <p>(i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of <b>\$0.78</b> per kilometre.</p> <p>(ii) When an employee is involved in travelling on duty, and the employer cannot provide appropriate transport, all reasonably incurred expenses for fares, meals and accommodation will be paid for by the employer. The employer will reimburse the employee upon production of receipted account(s) or other evidence acceptable to the employer.</p> <p>(iii) An employee is not entitled to reimbursement for expenses incurred under clause 18.3(d)(ii) if the expenses incurred exceed the mode of transport, meals or standard of accommodation that was agreed to with the employer.</p>
<p><b>16. District allowances</b></p>	<p><i>Transitional provisions removed - see <a href="#">AM2014/190</a></i></p>
<p><b>17. Payment of wages</b></p> <p><b>17.1</b> Wages are to be paid weekly or fortnightly.</p> <p><b>17.2 Method of payment</b></p> <p>Subject to clause 17.4, by no later than payday, wages must be paid by cash or electronic funds transfer, the latter into the bank or financial institutional account nominated by the employee.</p> <p><b>17.3 Termination</b></p> <p>When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other moneys owing to an employee will be made to the employee by no later than the last day of the formal notice period.</p> <p><b>17.4 Delay</b></p>	<p><b>17. Minimum wages</b></p> <p><b>17.6 Payment of wages</b></p> <p>(a) Wages must be paid weekly or fortnightly, by:</p> <p>(i) cash; or</p> <p>(ii) electronic funds transfer into the bank or financial institutional account nominated by the employee.</p> <p>(b) Where an employee resigns or is terminated, payment of all wages and other monies owing to an employee will be made to the employee by no later than the last day of the formal notice period.</p> <p>(c) The employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of clause 17.6, for example bank error or delay.</p>

<p>Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause, for example bank error or delay.</p>	<p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p><b>18. Accident pay</b></p>	<p><i>Provision not reproduced - clause removed- see <a href="#">AM2014/190</a></i></p>
<p><b>19. Supported wage system</b> See Schedule C</p>	<p><b>17. Minimum wages</b> <b>17.8 Supported wage system</b> For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>17.9 School-based apprentices</b> For school-based apprentices, see Schedule E—School-based Apprentices.</p>
<p><b>20. National training wage</b> See Schedule D</p>	<p><b>17.10 National training wage</b> For employees undertaking a traineeship, see Schedule F—National Training Wage.</p>
<p><b>21. Superannuation</b> <i>Provision not reproduced - no change</i></p>	<p><b>19. Superannuation</b> <i>Provision not reproduced - no change</i></p>
<p><b>Part 5—Hours of Work and Related Matters</b> <b>22. Ordinary hours of work and rostering</b> <b>22.1 Ordinary hours of work</b> The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per four week period, and will be worked either:</p> <ul style="list-style-type: none"> <li>(a) in a period of 28 calendar days of not more than 20 work days in a roster cycle;</li> <li>(b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off</li> </ul>	<p><b>Part 3—Hours of Work</b> <b>13. Ordinary hours of work</b> <b>13.1 Ordinary hours</b> (a) The ordinary hours of work are:</p> <ul style="list-style-type: none"> <li>(i) 38 hours per week; or</li> <li>(ii) an average of 38 hours per week worked over: <ul style="list-style-type: none"> <li>• 76 hours per fortnight;</li> <li>• 114 hours per 21 days; or</li> </ul> </li> </ul>

<p>(ADO); or</p> <p>(c) eight hours on a day shift or 10 hours on a night shift.</p>	<ul style="list-style-type: none"> <li>• 152 hours per four week period.</li> </ul> <p>(b) Ordinary hours are worked in one of the following ways:</p> <ul style="list-style-type: none"> <li>(i) in a period of 28 calendar days of not more than 20 work days in a roster cycle;</li> <li>(ii) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or</li> <li>(iii) eight hours on a day shift or 10 hours on a night shift.</li> </ul>
<p><b>22.2 Span of hours</b></p> <p>(a) The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.</p> <p>(b) A shiftworker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined in clause 22.2(a).</p> <p><b>22.3 Rostered days off</b></p> <p>Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.</p>	<p><b>13.2 Span of hours</b></p> <p>The ordinary hours of work for a day worker are worked between 6.00 am and 6.00 pm, Monday to Friday.</p> <p><b>14. Rostering arrangements</b></p> <p><b>14.1 Rostered days off</b></p> <p>(a) An employee, other than a casual employee, will be free from duty for at least:</p> <ul style="list-style-type: none"> <li>(i) two full days in each week;</li> <li>(ii) four full days in each fortnight; or</li> <li>(iii) eight full days in each 28 day cycle.</li> </ul> <p>(b) Where practicable, days off will be consecutive.</p>
<p><b>22.4 Rest breaks between rostered work</b></p> <p>(a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.</p> <p>(b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.</p>	<p><b>14.2 Rest breaks between rostered work</b></p> <p>(a) An employee will be allowed a break of at least 10 hours between the termination of one shift or period of duty and the start of another.</p> <p>(b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.</p>

<p><b>22.5 Accumulation and taking of accrued days off (ADOs)</b></p> <p>(a) This clause will only apply to full-time employees.</p> <p>(b) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in clause 22.1, ADOs will be taken within 12 months of the date on which the first full ADO accrued.</p> <p>(c) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.</p> <p>(d) The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off prescribed in clause 22.3 above. ADOs will not be rostered on public holidays.</p>	<p><b>14.3 Accumulation and taking of accrued days off (ADOs)</b></p> <p>(a) This clause only applies to full-time employees.</p> <p>(b) If an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in clause 13.1, ADOs will be taken within 12 months of the date on which the first full ADO accrued.</p> <p>(c) If an employee is terminated for any reason, accumulated ADOs will be paid to the employee at ordinary rates.</p> <p>(d) The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. The ADO will, where practicable, be consecutive with the rostered days off prescribed in clause 14.1.</p> <p>(e) ADOs will not be rostered on public holidays.</p>
<p><b>22.6 Rosters</b></p> <p>(a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to clause 22.6(b) below.</p> <p>(b) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.</p> <p>(c) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.</p> <p>(d) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.</p>	<p><b>14.4 Rosters</b></p> <p>(a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. The roster will be displayed at least two weeks before the first working day of the roster period subject to clause 14.4(b).</p> <p>(b) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.</p> <p>(c) Subject to clause 30, seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.</p> <p>(d) Clause 14.4 does not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight.</p> <p>(e) Where practicable, ADOs will be displayed on the roster.</p>

<p>(e) Where practicable, ADOs will be displayed on the roster.</p> <p>(f) This clause will not apply to hostel supervisors.</p>	<p>(f) This clause does not apply to hostel supervisors.</p>
<p><b>22.7 Minimum engagements</b></p> <p>(a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.</p> <p>(b) Permanent part-time and casual employees will receive a minimum payment of two hours for each engagement.</p> <p>(c) Subject to clause 22.8, except for meal breaks, the hours of work on any day will be continuous.</p> <p><b>22.8 Broken shifts</b></p> <p>With respect to broken shifts:</p> <p>(a) <b>Broken shift</b> for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.</p> <p>(b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.</p> <p>(c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 25—Overtime penalty rates and 26—Shiftwork, with shift allowances being determined by the commencing time of the broken shift.</p> <p>(d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.</p> <p>(e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.</p>	<p><b>14.5 Minimum engagements</b></p> <p>(a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.</p> <p>(b) Part-time and casual employees will receive a minimum payment of two hours for each engagement.</p> <p>(c) Subject to clause 14.6, except for meal breaks, the hours of work on any day will be continuous.</p> <p><b>14.6 Broken shifts</b></p> <p>(a) For the purposes of this clause, <b>broken shift</b> means a shift worked by a casual or part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.</p> <p>(b) A broken shift may be worked where there is mutual agreement between the employer and employee.</p> <p>(c) Payment for a broken shift will be at the ordinary hourly rate of pay plus any applicable penalty rates and shift allowances in accordance with clauses 21—Shiftwork and 22—Overtime.</p> <p>(d) Shift allowances will be determined according to the starting time of the broken shift.</p> <p>(e) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at <b>200%</b> of the ordinary hourly rate.</p> <p>(f) An employee must receive a break of at least 10 hours between broken shifts rostered on successive days.</p>
<p><b>22.9 Sleepovers</b></p> <p>Employees may, in addition to normal rostered shifts, be required to sleepover. A <b>sleepover</b> means sleeping in at night in order to be on call for emergencies.</p>	<p><b>15. Sleepovers</b></p> <p><b>15.1</b> Employees may, in addition to normal rostered shifts, be required to sleepover.</p>



<p>The following conditions will apply to each night of sleepover:</p> <ul style="list-style-type: none"> <li>(a) The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.</li> <li>(b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.</li> <li>(c) Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.</li> <li>(d) In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of 5.2% of the standard rate for each night on which they sleep over.</li> <li>(e) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.</li> <li>(f) An employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 22.9(d).</li> </ul>	<p><b>15.2</b> A <b>sleepover</b> means sleeping in at night in order to be on call for emergencies.</p> <p><b>15.3</b> The following conditions will apply to each night of sleepover:</p> <ul style="list-style-type: none"> <li>(a) The span for a sleepover will be between eight and ten hours on any one night.</li> <li>(b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.</li> <li>(c) Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.</li> <li>(d) In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of <b>\$43.33</b> for each night on which they sleep over.</li> <li>(e) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an <b>emergency</b> is any unplanned occurrence or event requiring prompt action.</li> <li>(f) An employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 15.3(d).</li> </ul>
<ul style="list-style-type: none"> <li>(g) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:             <ul style="list-style-type: none"> <li>(i) All time worked by full-time employees during any sleepover will be paid for at overtime rates.</li> <li>(ii) All time worked by permanent part-time employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours</li> </ul> </li> </ul>	<p><b>15.4 Payment for time worked during sleepover</b></p> <ul style="list-style-type: none"> <li>(a) All time worked during any sleepover will count as time worked and be paid for in accordance with the provisions of clause 15.4.</li> <li>(b) <b>Full-time employees</b> All time worked by a full-time employee during any sleepover will be paid for at overtime rates.</li> <li>(c) <b>Part-time employees</b> <ul style="list-style-type: none"> <li>(i) All time worked by a part-time employee during any sleepover</li> </ul> </li> </ul>

<p>worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.</p> <p><b>(iii)</b> All time worked by casual employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.</p> <p><b>(iv)</b> And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 22.9(j) will apply.</p> <p><b>(h)</b> A sleepover may be rostered to commence immediately at the conclusion of the employee’s shift and continuous with that shift; and/or immediately prior to the employee’s shift and continuous with that shift, and not otherwise.</p> <p><b>(i)</b> No employee will be required to sleepover during any part of their rostered days off or ADOs.</p>	<p>will be paid for at the ordinary hourly rate plus applicable shift and weekend penalties.</p> <p><b>(ii)</b> Overtime rates in clause 22.2(a) will be paid for all hours worked:</p> <ul style="list-style-type: none"> <li>• in excess of the total number of hours worked on any day by full-time employees or in excess of 11 hours where there are no full-time employees; and</li> <li>• in excess of 38 hours in one week or in excess of 76 hours in a fortnight.</li> </ul> <p><b>(d) Casual employees</b></p> <p><b>(i)</b> All time worked by a casual employee during any sleepover will be paid for at the ordinary hourly rate plus applicable shift and weekend penalties.</p> <p><b>(ii)</b> If the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, the excess hours worked in that week or fortnight will be paid for at overtime rates.</p> <p><b>(iii)</b> If the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 15.7 will apply.</p> <p><b>15.5</b> A sleepover may be rostered:</p> <p><b>(a)</b> to commence immediately at the conclusion of the employee’s shift and continuous with that shift; or</p> <p><b>(b)</b> immediately prior to the employee’s shift and continuous with that shift.</p> <p><b>15.6</b> No employee will be required to sleepover during any part of their rostered days off or ADOs.</p>
<p><b>(j)</b> An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work</p>	<p><b>15.7 Breaks between shifts</b></p> <p><b>(a)</b> If an employee performs so much work during the sleepover periods between the end of their ordinary work on one day or shift and the</p>

<p>on the next day or shift that they have not had at least eight consecutive hours off duty between these times will, subject to this clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the employer, such an employee resumes or continues to work without having eight consecutive hours off duty, the employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</p> <p>(k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty. In no case will casual employees be used exclusively, or almost exclusively, for sleepovers.</p> <p>Nothing in this clause will preclude the employer from rostering an employee to work shiftwork instead of undertaking sleepovers.</p>	<p>start of their ordinary work on the next day or shift that they do not received at least eight consecutive hours of duty, the employer will:</p> <ul style="list-style-type: none"> <li>(i) release the employee after the sleepover until the employee has had at least eight consecutive hours off duty; and</li> <li>(ii) pay the employee for any ordinary working time that falls within this period of absence.</li> </ul> <p>(b) If the employer requires the employee to resume or continue work, and the employee has not had eight consecutive hours off duty, the employer will:</p> <ul style="list-style-type: none"> <li>(i) pay the employee at <b>200%</b> of the ordinary hourly rate until the employee is released for eight consecutive hours; and</li> <li>(ii) once the employee is released from duty, allow the employee 10 consecutive hours off duty and pay the employee for any ordinary working time that falls within the period of absence.</li> </ul> <p><b>15.8</b> Casual employees may only be used for sleepovers when full-time employees or part-time employees are not available for that duty. In no case will casual employees be used exclusively, or almost exclusively, for sleepovers.</p> <p><b>15.9</b> Nothing in this clause will stop the employer from rostering an employee to work shiftwork instead of undertaking sleepovers.</p>
<p><b>23. Saturday and Sunday work</b></p> <p><b>23.1</b> Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26—Shiftwork.</p> <p><b>23.2</b> Casual employees will be paid in accordance with clause 23.1. The rates prescribed in clause 23.1 will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b).</p>	<p><b>Part 5—Overtime and Penalty Rates</b></p> <p><b>20. Weekend penalties</b></p> <p><b>20.1</b> An employee whose ordinary hours include work on a weekend will be paid for all ordinary hours worked on the weekend at the following rates:</p> <ul style="list-style-type: none"> <li>(a) between midnight Friday and midnight Saturday—<b>150%</b> of the ordinary hourly rate; and</li> <li>(b) between midnight Saturday and midnight Sunday—<b>175%</b> of the ordinary hourly rate.</li> </ul> <p><b>20.2</b> The penalty rates in clause 21.1 are in substitution for and not cumulative upon the shift premiums prescribed in clause 21—Shiftwork.</p>

	<p><b>20.3</b> Casual employees will be paid in accordance with clause 20.1. The rates prescribed in clause 20.1 will be in substitution for and not cumulative upon the casual loading prescribed in clause 11.2.</p>
<p><b>24. Breaks</b></p> <p><b>24.1 Meal breaks</b></p> <p>(a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.</p> <p>(b) Where an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.</p> <p><b>24.2 Tea breaks</b></p> <p>(a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.</p> <p>(b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.</p> <p>(c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.</p> <p>(d) Tea breaks will count as time worked.</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>16. Breaks</b></p> <p><b>16.1 Unpaid meal breaks</b></p> <p>(a) An employee who works more than five hours will be entitled to an unpaid meal break of between 30 and 60 minutes, to be taken at a mutually agreed time after commencing work.</p> <p>(b) If an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first).</p> <p>(c) The time worked until the meal break is taken will be counted as an employee's ordinary time.</p> <p><b>16.2 Paid rest breaks</b></p> <p>(a) In addition to meal breaks, an employee who works an ordinary shift of 7.6 hours or more is entitled to two separate 10 minute rest breaks.</p> <p>(b) Where less than 7.6 ordinary hours are worked, employees are entitled to one 10 minute rest break in each four hour period worked.</p> <p>(c) Subject to mutual agreement, two 10 minute rest breaks may be taken as one 20 minute rest break.</p> <p>(d) Rest breaks are paid and will count as time worked.</p>

<p><b>25. Overtime penalty rates</b></p> <p><b>25.1 Overtime rates</b></p> <p><b>(a) Full-time employees</b></p> <p>A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:</p> <ul style="list-style-type: none"> <li><b>(i)</b> for all authorised overtime on Monday to Friday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;</li> <li><b>(ii)</b> for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of double time; and</li> <li><b>(iii)</b> for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.</li> </ul> <p>Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 26.1.</p> <p><b>(b) Part-time and casual employees</b></p> <ul style="list-style-type: none"> <li><b>(i)</b> All time worked by a part-time or casual employee in excess of 38 hours per week or 76 per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.</li> <li><b>(ii)</b> Subject to the provisions of clause 25.1(b)(iii) below, all time worked by a part-time or casual employee which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.</li> <li><b>(iii)</b> For a part-time employee, all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under clause 10.3(c)), will be overtime and paid</li> </ul>	<p><b>Part 5—Penalties and Overtime</b></p> <p><b>22. Overtime</b></p> <p><b>22.1 Full-time employees</b></p> <p><b>(a)</b> A full-time employee will be paid the following for all work done in addition to their rostered ordinary hours on any day:</p> <ul style="list-style-type: none"> <li><b>(i)</b> for all authorised overtime on Monday to Friday, payment will be made at the rate of <b>150%</b> of the ordinary hourly rate for the first two hours and <b>200%</b> of the ordinary hourly rate thereafter;</li> <li><b>(ii)</b> for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of <b>200%</b> of the ordinary hourly rate; and</li> <li><b>(iii)</b> for all authorised overtime on a public holiday, payment will be made at the rate of <b>250%</b> of the ordinary hourly rate.</li> </ul> <p><b>(b)</b> Overtime rates under this clause are in substitution for, and not cumulative upon, the shift premiums prescribed in clause 21.1.</p> <p><b>22.2 Part-time and casual employees</b></p> <p><b>(a)</b> A part-time or casual employee who works more than 38 hours per week or 76 hours per fortnight will be paid at the following rates:</p> <ul style="list-style-type: none"> <li><b>(i)</b> Monday to Friday—<b>150%</b> of the ordinary hourly rate for the first two hours and <b>200%</b> of the ordinary hourly rate thereafter;</li> <li><b>(ii)</b> Saturday or Sunday—<b>200%</b> of the ordinary hourly rate; and</li> <li><b>(iii)</b> Public holidays—<b>250%</b> of the ordinary hourly rate.</li> </ul> <p><b>(b)</b> A part-time or casual employee who works more than 10 hours per day will be paid at the following rates:</p> <ul style="list-style-type: none"> <li><b>(i)</b> Monday to Saturday—<b>150%</b> of the ordinary hourly rate for the first two hours and <b>200%</b> of the ordinary hourly rate thereafter;</li> </ul>
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<p>at the rates prescribed by clause 25.1(b)(i).</p>	<p>(ii) Saturday or Sunday—<b>200%</b> of the ordinary hourly rate; and</p> <p>(iii) Public holidays—<b>250%</b> of the ordinary hourly rate.</p> <p>(c) For a part-time employee, all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under clause 10.3), will be overtime and paid at the rates prescribed by clause 22.2(a).</p>
<p>(c) <b>Time off instead of payment for overtime</b></p> <p>By mutual agreement, a full-time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:</p> <p>(i) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.</p> <p>(ii) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.</p> <p>(iii) An employee cannot be compelled to take time off instead of overtime.</p>	<p><b>22.3 Time off instead of payment for overtime</b></p> <p>By mutual agreement, a full-time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:</p> <p>(a) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.</p> <p>(b) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.</p> <p>(c) An employee cannot be compelled to take time off instead of receiving payment for overtime.</p>
<p>(d) <b>Rest period after overtime</b></p> <p>(i) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.</p> <p>(ii) If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest</p>	<p><b>22.4 Rest period after overtime</b></p> <p>(a) If a full-time or part-time employee works so much overtime between the end of ordinary hours on one day and the start of ordinary hours on the next day that they do not have a break of at least 10 consecutive hours, the employer must:</p> <p>(i) release the employee after the end of the overtime until the employee has had at least 10 consecutive hours off duty; and</p> <p>(ii) pay the employee for any ordinary working time that falls within the period of absence.</p> <p>(b) If the employer requires the employee to resume or continue work, and the employee has not had 10 consecutive hours off duty, the</p>

<p>period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.</p> <p><b>(e) Recall to work overtime</b></p> <p>An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.</p> <p><b>(f) Rest break during overtime</b></p> <p><b>(i)</b> An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.</p> <p><b>(ii)</b> The meals referred to in clause 25.1(f)(i) will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in clause 15.4 will be paid to the employee concerned.</p>	<p>employer must:</p> <p><b>(i)</b> pay the employee at <b>200%</b> of the ordinary hourly rate until the employee is released for 10 consecutive hours; and</p> <p><b>(ii)</b> once the employee is released from duty, pay the employee for any ordinary working time that falls within the period of absence.</p> <p><b>22.5 Recall to work overtime</b></p> <p><b>(a)</b> An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time they are recalled.</p> <p><b>(b)</b> If the work required is completed in less than four hours, the employee will be released from duty.</p> <p><b>22.6 Meal breaks during overtime</b></p> <p><b>(a)</b> An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be entitled to a 20 minute meal break.</p> <p><b>(b)</b> The employee will be entitled to an additional 20 minute meal break after each subsequent four hours of overtime.</p> <p><b>(c)</b> Meal breaks taken during overtime will be paid and counted as time worked.</p> <p><b>(d)</b> Meal allowances are payable in accordance with clause 18.3(b). Where the facility provides the employee with a meal, the meal will be provided to the employee free of charge.</p>
<p><b>26. Shiftwork</b></p> <p><b>26.1 Shift allowances and penalty rates</b></p> <p>Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm.</p>	<p><b>21. Shiftwork</b></p> <p><b>21.1</b> A <b>shiftworker</b> is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined in clause 13.2.</p> <p><b>21.2 Shiftwork rates</b></p> <p><b>(a)</b> Subject to 21.2(b), employees working afternoon or night shift will</p>

<p>(a) Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate</p> <p>(b) Afternoon shift commencing at 1.00 pm and before 4.00 pm—12.5% of the ordinary hourly rate</p> <p>(c) Night shift commencing at 4.00 pm and before 4.00 am—15% of the ordinary hourly rate</p> <p>(d) Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate</p> <p><b>26.2</b> An employee entitled to a shift allowance under clause 26.1, will be paid the shift allowance for the entire shift.</p> <p><b>26.3</b> For the purposes of clause 26.1, “ordinary hourly rate” means the appropriate weekly rate divided by 38.</p>	<p>be paid at the following rates for all shiftwork:</p> <p>(i) Afternoon shift starting between 10.00 am and 12:59 pm—<b>110%</b> of the ordinary hourly rate</p> <p>(ii) Afternoon shift starting between 1.00 pm and 3:59 pm—<b>112.5%</b> of the ordinary hourly rate</p> <p>(iii) Night shift starting between 4.00 pm and 3:59 am—<b>115%</b> of the ordinary hourly rate</p> <p>(iv) Night shift starting between 4.00 am and 5:59 am—<b>110%</b> of the ordinary hourly rate</p> <p>(b) Employees who work less than 38 hours per week will only be entitled to the shiftwork rates where their shift starts before 6.00 am or finishes after 6.00 pm.</p> <p><b>21.3</b> An employee entitled to a shift allowance under clause 21.2, will be paid the shift allowance for the entire shift.</p>
<p><b>27. Higher duties</b></p> <p><b>27.1</b> An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:</p> <p>(a) the time so worked for two hours or less; or</p> <p>(b) a full day or shift where the time so worked exceeds two hours.</p>	<p><b>17. Minimum wages</b></p> <p><b>17.7 Higher duties</b></p> <p>(a) An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed, for two hours or less, in any one day or shift will be paid at the higher wage rate for the time so worked at the higher classification.</p> <p>(b) An employee engaged at a higher classification for more than two hours in any day or shift will be paid the higher rate for the full day or shift.</p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>28. Annual leave</b></p> <p><b>28.1</b> Annual leave is provided for in the NES. This clause contains additional provisions.</p> <p><b>28.2 Quantum of annual leave</b></p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>23. Annual leave</b></p> <p><b>23.1</b> Annual leave is provided for in the NES. This clause contains additional provisions.</p> <p><b>23.2 Additional leave for certain shiftworkers</b></p> <p>(a) For the purposes of the NES a shiftworker is defined as an employee</p>



<p>(a) For the purposes of the NES a shiftworker is defined as:</p> <p>(i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 22.2(a); and/or</p> <p>(ii) an employee who works for more than four ordinary hours on 10 or more weekends.</p> <p>(b) For the purpose of the clause 28.2(a), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.</p> <p>(c) Until 31 December 2014, employees in Western Australia will be entitled to one week's annual leave in addition to the leave provided for in s.87(1)(a) of the Act.</p> <p><b>28.3 Annual leave loading</b></p> <p>(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5 % of their ordinary rate of pay.</p> <p>(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:</p> <p>(i) annual leave loading of 17.5% of their ordinary rate of pay; or</p> <p>(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.</p>	<p>who:</p> <p>(i) is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 13.2; or</p> <p>(ii) works for more than four ordinary hours on 10 or more weekends.</p> <p>(b) For the purpose of the clause 23.2(a), a weekend means work in ordinary time on a Saturday or a Sunday in any one calendar week.</p> <p><b>23.3 Annual leave loading</b></p> <p>(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of <b>17.5%</b> of their ordinary rate of pay.</p> <p>(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:</p> <p>(i) annual leave loading of <b>17.5%</b> of their ordinary rate of pay; or</p> <p>(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p>
<p><b>29. Public holidays</b></p> <p><b>29.1</b> Public holidays are provided for in the NES. This clause contains additional provisions.</p> <p><b>29.2 Payment for working on a public holiday</b></p> <p>(a) <b>Full-time day workers</b></p> <p>A full-time employee who will, in addition to their ordinary pay for</p>	<p><b>26. Public holidays</b></p> <p><b>26.1</b> Public holiday entitlements are provided for in the NES. This clause contains additional provisions.</p> <p><b>26.2 Full-time and part-time employees</b></p> <p>(a) A full-time or part-time employee who works on a public holiday will elect to receive one of the following:</p>

work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or
- (ii) have the same number of hours worked added to their annual leave.
  - The election in clauses 29.2(a)(i) and (ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
  - A full-time employee who does not work on a public holiday will be paid their ordinary pay for that day.
  - Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

**(b) Part-time employees**

- (i) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A part-time employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
  - payment of an additional sum equal to 150% for hours worked; or
  - have the same number of hours worked added to their annual leave.
- (iii) The election in clause 29.2(b)(ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.

- (i) payment at the rate of **250%** of the ordinary hourly rate for all hours worked; or
  - (ii) the same number of hours worked added to their annual leave.
- (b) The election in clause 26.2(a) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
  - (c) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
  - (d) A full-time employee who does not work on a public holiday and a part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.
  - (e) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

<p>(iv) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.</p> <p>(v) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.</p>	
<p>(c) <b>Casual employees</b></p> <p>(i) A casual employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.</p> <p>(ii) Payments under clause 29.2(c)(i) are instead of and replace any casual loading otherwise payable under this award.</p> <p>(iii) Payments under this clause are instead of any addition rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.</p>	<p><b>26.3 Casual employees</b></p> <p>(a) A casual employee will be paid only for those public holidays they work at <b>250%</b> of the ordinary hourly rate for hours worked.</p> <p>(b) Payments under clause 26.3(a) are instead of and replace any casual loading otherwise payable under this award.</p> <p>(c) Payments under this clause are instead of any addition rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>26.4 Part-day public holidays</b></p> <p>For provisions in relation to part-day public holidays see Schedule G—2015 Part-day Public Holidays.</p>
<p><b>30. Personal/carer's leave and compassionate leave</b></p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p><b>24. Personal/carer's leave and compassionate leave</b></p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>25. Parental leave and related entitlements</b></p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p><b>31. Community service leave</b></p> <p>Community service leave is provided for in the NES.</p>	<p><b>27. Community service leave</b></p> <p>Community service leave is provided for in the NES.</p>

<p><b>32. Ceremonial leave</b> An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.</p>	<p><b>28. Ceremonial leave</b> An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.</p>
<p><b>Schedule A —Transitional Provisions</b> <i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p><b>Schedule B —Classification Definitions</b> <i>Provision not reproduced</i></p>	<p><b>Schedule A —Classification Definitions</b> <i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule B —Summary of Hourly Rates of Pay</b> <i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule C —Summary of Monetary Allowances</b> <i>Provision not reproduced</i></p>
<p><b>Schedule C —Supported Wage System</b> <i>Provision not reproduced</i></p>	<p><b>Schedule D —Supported Wage System</b> <i>Provision not reproduced</i></p>
<p><b>Schedule D —National Training Wage</b> <b>Appendix D1: Allocation of Traineeships to Wage Levels</b> <i>Provision not reproduced</i></p>	<p><b>Schedule F —National Training Wage</b> <i>Provision not reproduced</i> <i>Current clause F.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i> <a href="#">Link to comparison document</a></p>
<p><b>Schedule E —2015 Part-day Public Holidays</b> <i>Provision not reproduced</i></p>	<p><b>Schedule G —2015 Part-day Public Holidays</b> <i>Provision not reproduced</i></p>
<p><b>Schedule F —School-based Apprentices</b> <i>Provision not reproduced</i></p>	<p><b>Schedule E —School-based Apprentices</b> <i>Provision not reproduced</i></p>