

CURRENT AWARD as at 17 May 2016

Supported Employment Services Award 2010

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Supported Employment Services Award 2016

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Supported Employment Services Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 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>2.3 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"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 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</p>	<p>Part 1—Application and Operation</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Supported Employment Services Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 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>

<p>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>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <p>(a) on its own initiative; or</p> <p>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</p> <p>(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</p> <p>(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.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Division 2B State award has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Division 2B State employment agreement has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>employee means national system employee within the meaning of the Act</p>	<p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>all purposes 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>casual ordinary hourly rate means the hourly rate for a casual employee for the employee's classification specified in clause 15.2, inclusive of the casual loading which is payable for all purposes</p> <p>employee means national system employee within the meaning of the Act and includes an employee with a disability</p> <p>employee with a disability means a national system employee who qualifies for a disability support pension as set out in sections 94 or 95 of the <i>Social Security Act 1991</i> (Cth), or who would be so qualified but for paragraph 94(1)(e) or paragraph 95(1)(c) of that Act</p>

<p>and includes an employee with a disability</p> <p>employee with a disability means a national system employee who qualifies for a disability support pension as set out in sections 94 or 95 of the <i>Social Security Act 1991</i> (Cth), or who would be so qualified but for paragraph 94(1)(e) or paragraph 95(1)(c) of that Act</p> <p>employer means national system employer within the meaning of the Act and includes a supported employment service</p> <p>enterprise award-based instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire 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>standard rate means the minimum weekly wage for a Grade 5 (trade qualified) employee in clause 14.2</p> <p>supported employment services means a service as defined in section 7 of the <i>Disability Services Act 1986</i> (Cth)</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p>employer means national system employer within the meaning of the Act and includes a supported employment service</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 15.2, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes</p> <p>on-hire 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>standard rate means the minimum weekly wage for a Grade 5 (trade qualified) employee in clause 15.2</p> <p>supported employment services means a service as defined in section 7 of the <i>Disability Services Act 1986</i> (Cth)</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to clause 3.2</i></p>
<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia who operate supported employment services and their employees working in the classifications listed in Schedule B—Classifications to the exclusion of any other modern award. The award does not cover employers in respect of other activities that are covered by the awards referred to below or their employees engaged in or in connection with those other activities:</p> <p>(a) <i>Aged Care Award 2010</i>;</p>	<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia who operate supported employment services and their employees working in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award. The award does not cover employers in respect of other activities that are covered by the awards referred to below or their employees engaged in or in connection with those other activities:</p>

<p>(b) <i>Health Professionals and Support Services Award 2010</i>; or</p> <p>(c) <i>Social, Community, Home Care and Disability Services Industry Award 2010</i>.</p> <p>4.2 The award does not cover employees who hold executive and management positions not covered by the classification structure contained within this award.</p> <p>4.3 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.4 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>4.5 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>4.6 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 award.</p> <p>4.7 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) <i>Aged Care Award 2016</i>;</p> <p>(b) <i>Health Professionals and Support Services Award 2016</i>; or</p> <p>(c) <i>Social, Community, Home Care and Disability Services Industry Award 2016</i>.</p> <p>4.2 Supported employment services means a service as defined in section 7 of the <i>Disability Services Act 1986</i> (Cth)</p> <p>4.3 This award does not cover employees who hold executive and management positions not covered by the classification structure contained within this award.</p> <p>4.4 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>4.5 This award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act.</p> <p>(b) 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>(c) 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>4.6 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>
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<p>5. Access to the award and the National Employment Standards</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>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>3.3 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>5. Effect of variations made by the Fair Work Commission</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>7. Award flexibility</p> <p><i>Provision not reproduced – no change</i></p>	<p>6. Award flexibility for individual arrangements</p> <p><i>Provision not reproduced – no change</i></p>												
<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions for flexible working practices</p> <p>7.1 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>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1220 1129 2112 1401"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>13.1</td> <td>Hours of work</td> <td>An individual employee</td> </tr> <tr> <td>15.3(a)</td> <td>Payment of wages</td> <td>A majority of employees</td> </tr> <tr> <td>19.5</td> <td>Overtime</td> <td>An individual employee</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	13.1	Hours of work	An individual employee	15.3(a)	Payment of wages	A majority of employees	19.5	Overtime	An individual employee
Clause	Provision	Agreement between an employer and:											
13.1	Hours of work	An individual employee											
15.3(a)	Payment of wages	A majority of employees											
19.5	Overtime	An individual employee											

<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles.</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>26. Consultation</p> <p>27. Consultation about changes to rosters or hours of work</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles.</i></p>
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>28. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 General</p> <p>Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time employees;</p> <p>(b) part-time employees; or</p> <p>(c) casual employees.</p> <p>10.2 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time employment;</p> <p>(b) part-time employment; or</p> <p>(c) casual employment.</p> <p>8.2 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.</p>
<p>10.3 Full-time employees</p> <p>For the purpose of this award a full-time employee will be a permanent employee engaged to work an average of 38 ordinary hours per week over a roster cycle.</p>	<p>9. Full-time employment</p> <p>A full-time employee will be a permanent employee engaged to work an average of 38 ordinary hours per week over a roster cycle.</p>
<p>10.4 Part-time employees</p> <p>(a) A part-time employee is an employee who:</p> <p>(i) works less than full-time hours of 38 per week;</p>	<p>10. Part-time employment</p> <p>10.1 A part-time employee is an employee who:</p> <p>(a) works less than full-time hours of 38 per week;</p>

<p>(ii) has reasonably predictable hours of work; and</p> <p>(iii) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.</p> <p>(b) When determining what is reasonably predictable for an employee with a disability, the nature of the employee’s disability and other relevant personal circumstances are to be taken into account.</p> <p>(c) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>(d) Subject to clause 21.5, all time worked in excess of the hours as mutually arranged will be paid overtime at the rates as prescribed in clause 21—Overtime and penalty rates.</p> <p>(e) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p> <p>(f) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. The employer and the employee may agree from time to time to vary this regular pattern of work, but any variation agreement must be recorded in writing.</p>	<p>(b) has reasonably predictable hours of work; and</p> <p>(c) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.</p> <p>10.2 When determining what is reasonably predictable for an employee with a disability, the nature of the employee’s disability and other relevant personal circumstances will be taken into account.</p> <p>10.3 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>10.4 A part-time employee employed under the provisions of this clause must be paid the ordinary hourly rate for the class of work performed and for ordinary hours worked.</p> <p>10.5 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:</p> <p>(a) the hours worked each day;</p> <p>(b) which days of the week the employee will work; and</p> <p>(c) the actual starting and finishing times each day.</p> <p>10.6 The employer and the employee may agree from time to time to vary this regular pattern of work, but any variation agreement must be recorded in writing.</p> <p>10.7 Subject to clause 19.5, all time worked in excess of the hours as mutually agreed will be paid overtime at the rates as prescribed in clause 19—Overtime.</p>
<p>10.5 Casual employees</p> <p>(a) A casual employee is an employee engaged as such on an hourly basis other than a part-time or full-time employee.</p> <p>(b) A casual employee will be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus an additional loading of 25% of the hourly rate. The casual loading will be instead of any entitlement of annual leave and personal/carer’s leave and paid public holidays (not worked). All</p>	<p>11. Casual employment</p> <p>11.1 A casual employee is an employee engaged on an hourly basis.</p> <p>11.2 For each ordinary hour worked a casual employee will be paid the ordinary hourly rate for the class of work performed, plus an additional loading of 25% of the ordinary hourly rate.</p> <p>11.3 The casual loading will be instead of any entitlement of annual leave and personal/carer’s leave and paid public holidays (not worked).</p>

<p>other payments such as shift penalties, overtime etc will be paid in addition to the loaded rate. The casual loading will also form part of the employee's ordinary rate of pay for the purpose of superannuation.</p> <p>(c) On each occasion a casual employee is required to attend work they are entitled to a minimum payment of three hours.</p>	<p>11.4 All other payments such as shift penalties, overtime etc will be paid in addition to the loaded rate.</p> <p>11.5 The casual loading will also form part of the employee's ordinary rate of pay for the purpose of superannuation.</p> <p>11.6 On each occasion a casual employee is required to attend work they are entitled to a minimum payment of three hours.</p>
<p>11. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p> <p>...</p> <p>11.3 Job search entitlement</p> <p><i>Clauses 11.3 and 12.4 moved to clause 33</i></p>	<p>Part 8—Termination of Employment and Redundancy</p> <p>29. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p> <p><i>Clauses 11.3 and 12.4 moved to clause 33</i></p>
<p>12. Redundancy</p> <p><i>Provisions not reproduced - no change other than renumbering of clause and clause titles.</i></p>	<p>30. Redundancy</p> <p>31. Transfer to lower paid job on redundancy</p> <p>32. Employee leaving during notice period</p> <p>33. Job search entitlement</p> <p><i>Provisions not reproduced - no change other than renumbering of clause and clause titles.</i></p>
<p>12.5 Transitional provisions – NAPSA employees</p> <p>12.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>
<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>13.1 The definitions of the classification levels in clause 14—Minimum wages are contained in Schedule B—Classifications.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>12. Classifications</p> <p>12.1 The definitions of the classification levels in clause 15—Minimum wages are contained in Schedule A—Classification Definitions.</p>

14. Minimum wages

14.1 Upon appointment, an employee will be graded by the employer in one of the grades in Schedule B—Classifications having regard to the employee’s skills, experience and qualifications.

14.2 Subject to clauses 14.3, 14.4 and 14.5 the following minimum rates of pay will apply for the grades set out below:

Grade	Weekly rate	Hourly rate
	\$	\$
Grade 1	656.90	17.29
Grade 2	675.90	17.79
Grade 3	701.80	18.47
Grade 4	725.90	19.10
Grade 5	764.90	20.13
Grade 6	834.60	21.96
Grade 7	868.40	22.85

NOTE: For the purpose of this award, the hourly rate for all employees will be calculated by dividing the weekly rate by 38, then rounded to the nearest cent.

Part 4—Wages and Allowances

15. Minimum wages

15.1 Upon appointment, an employee will be graded by the employer in one of the grades in Schedule A—Classification Definitions having regard to the employee’s skills, experience and qualifications.

15.2 Subject to clauses 15.3, 15.5 and 16 the following minimum rates of pay will apply for the grades set out below:

Grade	Minimum weekly rate	Minimum hourly rate
	\$	\$
Grade 1	656.90	17.29
Grade 2	675.90	17.79
Grade 3	701.80	18.47
Grade 4	725.90	19.10
Grade 5	764.90	20.13
Grade 6	834.60	21.96
Grade 7	868.40	22.85

NOTE: For the purpose of this award, the hourly rate for all employees has been calculated by dividing the weekly rate by 38, then rounded to the nearest cent.

14.3 National training wage

See Schedule C

15.4 National training wage

For employees undertaking a traineeship, see Schedule E—National Training Wage.

14.4 Wage assessment—employees with a disability

(a) An employee with a disability will be paid such percentage of the

16. Wage assessment—employees with a disability

16.1 An employee with a disability will be paid such percentage of the rate of

<p>rate of pay of the relevant grade in clause 14.2 as assessed under an approved wage assessment tool chosen by a supported employment service.</p> <p>(b) For the purposes of this clause, an approved wage assessment tool means and is limited to:</p> <p>(i) the Supported Wage System;</p> <p>(ii) [<i>the Business Services Wage Assessment Tool</i>—deleted];</p> <p>(iii) the Civic Industries Supported Employees Wage Assessment Tool;</p> <p>(iv) the Elouera Association Wage Assessment Tool;</p> <p>(v) the FWS Wage Assessment Tool;*</p> <p>(vi) the Greenacres Association Competency Based Wages System;</p> <p>(vii) the Hunter Contracts Wage Assessment Tool;*</p> <p>(viii) the Phoenix Wage Assessment Tool;*</p> <p>(ix) the PHT Wage Assessment Tool;</p> <p>(x) the Skillsmaster Wage Assessment Tool;</p> <p>(xi) the Yumaro Wage Assessment Tool;</p> <p>(xii) the Woorinyan Wage Assessment Tool;</p> <p>(xiii) the RVIB Enterprises Wage Assessment Tool;</p> <p>(xiv) the Koomarri Competency Based Wages System;</p> <p>(xv) the Valmar Support Services Wage System;</p> <p>(xvi) the Sunnyfield Association Wage Assessment Tool;</p> <p>(xvii) the New Horizons Wage Assessment Tool;</p> <p>(xviii) the Cumberland Industries Wage Assessment Tool;</p>	<p>pay of the relevant grade in clause 15.2 as assessed under an approved wage assessment tool chosen by a supported employment service.</p> <p>16.2 For the purposes of this clause, an approved wage assessment tool means and is limited to:</p> <p>(a) the Supported Wage System;</p> <p>(b) [<i>the Business Services Wage Assessment Tool</i>—deleted];</p> <p>(c) the Civic Industries Supported Employees Wage Assessment Tool;</p> <p>(d) the Elouera Association Wage Assessment Tool;</p> <p>(e) the FWS Wage Assessment Tool;*</p> <p>(f) the Greenacres Association Competency Based Wages System;</p> <p>(g) the Hunter Contracts Wage Assessment Tool;*</p> <p>(h) the Phoenix Wage Assessment Tool;*</p> <p>(i) the PHT Wage Assessment Tool;</p> <p>(j) the Skillsmaster Wage Assessment Tool;</p> <p>(k) the Yumaro Wage Assessment Tool;</p> <p>(l) the Woorinyan Wage Assessment Tool;</p> <p>(m) the RVIB Enterprises Wage Assessment Tool;</p> <p>(n) the Koomarri Competency Based Wages System;</p> <p>(o) the Valmar Support Services Wage System;</p> <p>(p) the Sunnyfield Association Wage Assessment Tool;</p> <p>(q) the New Horizons Wage Assessment Tool;</p> <p>(r) the Cumberland Industries Wage Assessment Tool;</p> <p>(s) the Endeavour Wage Assessment Tool;*</p> <p>(t) the Wangarag Industries Wage Assessment Tool;</p>
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- (**ix**) the Endeavour Wage Assessment Tool;*
- (**xx**) the Wangarang Industries Wage Assessment Tool;
- (**xxi**) the Bedford Employee Wage Assessment Tool;
- (**xxii**) the Blue Mountains Employment Services Wage Assessment Tool;*
- (**xxiii**) the Ability Options Wage Assessment Tool;
- (**xxiv**) the Blueline Laundry Inc Wage Assessment Tool;
- (**xxv**) the Caloola Vocational Services Inc Wage Assessment Tool;
- (**xxvi**) the GDP Industries Wage Assessment Tool;
- (**xxvii**) the Kurri Contracting Service Wage Assessment Tool;
- (**xxviii**) the Mai-Wel Group Wage Assessment Tool;
- (**xxix**) the Merriwa Industries Limited Wage Assessment Tool; and
- (**xxx**) the Waverley Helpmates Wage Assessment Tool.

* Wage Assessment Tools restricted to those specific organisations unless an employer was using that tool on or before 27 June 2005.

- (c) The Supported Wage System is at Schedule D.
- (d) Wage assessment tools clauses 14.4(b)(i) to (xxii) are described in the Final Report dated 12 April 2006 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.
- (e) Wage assessment tools clauses 14.4(b)(xxiii) to (xxx) are described in the Final Report dated 18 October 2007 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.

- (u) the Bedford Employee Wage Assessment Tool;
- (v) the Blue Mountains Employment Services Wage Assessment Tool;*
- (w) the Ability Options Wage Assessment Tool;
- (x) the Blueline Laundry Inc Wage Assessment Tool;
- (y) the Caloola Vocational Services Inc Wage Assessment Tool;
- (z) the GDP Industries Wage Assessment Tool;
- (aa) the Kurri Contracting Service Wage Assessment Tool;
- (bb) the Mai-Wel Group Wage Assessment Tool;
- (cc) the Merriwa Industries Limited Wage Assessment Tool; and
- (dd) the Waverley Helpmates Wage Assessment Tool.

* Wage Assessment Tools restricted to those specific organisations unless an employer was using that tool on or before 27 June 2005.

- 16.3** The Supported Wage System is at Schedule D.
- 16.4** Wage assessment tools clauses 16.2(a) to (v) are described in the Final Report dated 12 April 2006 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.
- 16.5** Wage assessment tools clauses 16.2(w) to (dd) are described in the Final Report dated 18 October 2007 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.

(f) No decrease—regression of disability

An employee with a disability will not have their rate of pay reduced as a result of a wage assessment made pursuant to clause 14.4(a). This clause does not cover the circumstance where the wage of an employee with a disability may need to be reduced due to the regression of the employee's disability. However, a wage assessment that determines a lower percentage than an earlier wage assessment of the employee against the same duties is of no effect unless the reduction in percentage is solely due to the regression of the employee's disability. Before the wage of an employee may be reduced the employer must exhaust all reasonable training options and options to allocate the employee new tasks to avoid the regression. Where regression of wages is provided for in the wage assessment tool against which the employee was assessed, regression may only occur in accordance with the method provided for in that tool.

(g) Review of assessment

For the purpose of clause 14.4(a):

- (i) unless otherwise provided under the relevant wage assessment tool, the wage assessment of each employee with a disability will be reviewed within a period not exceeding three years' service with the supported employment service since the last assessment, and the rate of pay adjusted accordingly; and
- (ii) unless otherwise provided under the relevant wage assessment tool, a wage assessment may be reviewed at the initiative of either the employee with a disability or the supported employment service, once every six months and not more than four times every three years, and the rate of pay adjusted accordingly.

(h) Documentation of assessment

Any assessment made under clause 14.4(a) must be documented by the supported employment service and a copy provided to the employee with a disability, and, if requested, to the employee's authorised representative.

16.6 No decrease—regression of disability

- (a) An employee with a disability will not have their rate of pay reduced as a result of a wage assessment made pursuant to clause 16.1.
- (b) This clause does not cover the circumstance where the wage of an employee with a disability may need to be reduced due to the regression of the employee's disability. However, a wage assessment that determines a lower percentage than an earlier wage assessment of the employee against the same duties is of no effect unless the reduction in percentage is solely due to the regression of the employee's disability.
- (c) Before the wage of an employee may be reduced the employer must exhaust all reasonable training options and options to allocate the employee new tasks to avoid the regression.
- (d) Where regression of wages is provided for in the wage assessment tool against which the employee was assessed, regression may only occur in accordance with the method provided for in that tool.

16.7 Review of assessment

For the purpose of clause 16.1:

- (a) unless otherwise provided under the relevant wage assessment tool, the wage assessment of each employee with a disability will be reviewed within a period not exceeding three years' service with the supported employment service since the last assessment, and the rate of pay adjusted accordingly; and
- (b) unless otherwise provided under the relevant wage assessment tool, a wage assessment may be reviewed at the initiative of either the employee with a disability or the supported employment service, once every six months and not more than four times every three years, and the rate of pay adjusted accordingly.

16.8 Documentation of assessment

Any assessment made under clause 16.1 must be documented by the supported employment service and a copy provided to the employee with a disability, and, if requested, to the employee's authorised representative.

<p>14.5 Higher duties</p> <p>Employees will be paid at a higher grade if carrying out the duties of a higher grade for two or more hours in any shift. They will be paid at the higher grade for the time so worked. This clause will not apply whilst an employee is carrying out work in a higher grade for training purposes only.</p>	<p>15. Minimum wages</p> <p>15.5 Higher duties</p> <p>(a) An employee will be paid at a higher grade if carrying out the duties of a higher grade for two or more hours in any shift. They will be paid at the higher grade for the time worked at the higher rate.</p> <p>(b) This clause will not apply whilst an employee is carrying out work in a higher grade for training purposes only.</p>
<p>14.6 Transitional arrangement</p> <p>(a) The Business Services Wage Assessment Tool is no longer an approved wage assessment tool for the purpose of this clause. Continued use of the Business Services Wage Assessment tool under this clause is only permissible in terms of this transitional arrangement.</p> <p>(b) A supported employment service that is using the Business Services Wage Assessment Tool may continue to use the Business Services Wage Assessment tool:</p> <p>(i) until 31 October 2015 provided that within 1 month of the date of this variation the supported employment service indicates in writing to the Fair Work Commission its decision to transition to another approved wage assessment tool and the name of the tool it intends to transition to; and</p> <p>(ii) for a further transitional period not extending past close of business, Monday 29 February 2016 granted by the Fair Work Commission following application in writing by the supported employment service.</p>	<p>16. Wage assessment—employees with a disability</p> <p>16.9 Transitional arrangement</p> <p>(a) The Business Services Wage Assessment Tool is no longer an approved wage assessment tool for the purpose of this clause. Continued use of the Business Services Wage Assessment tool under this clause is only permissible in terms of this transitional arrangement.</p> <p>(b) A supported employment service that is using the Business Services Wage Assessment Tool may continue to use the Business Services Wage Assessment tool:</p> <p>(i) until 31 October 2015 provided that within 1 month of the date of this variation the supported employment service indicates in writing to the Fair Work Commission its decision to transition to another approved wage assessment tool and the name of the tool it intends to transition to; and</p> <p>(ii) for a further transitional period not extending past close of business, Monday 29 February 2016 granted by the Fair Work Commission following application in writing by the supported employment service.</p>

<p>15. Allowances</p> <p><i>Clause inserted – proposed new provision</i></p>	<p>17. Allowances</p> <p>17.1 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>17.2 Wage-related allowances</p> <p>(a) All purpose allowances</p> <p>Allowances paid for all purposes 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 17.2(b)) is paid for all purposes under this award.</p>
<p>15.1 Use of vehicle</p> <p>An employee required to use their own vehicle during working hours will be paid \$0.78 per kilometre travelled.</p>	<p>17.3 Expense-related allowances</p> <p>(a) Use of vehicle</p> <p>An employee required to use their own vehicle during working hours will be paid \$0.78 per kilometre travelled.</p>
<p>15.2 First aid allowance</p> <p>An employee who is appointed by the employer as a first aid officer to render first aid assistance in the workplace and who maintains a current senior first aid qualification from St John Ambulance or similar body will be paid an allowance of 2.03% of the standard rate per week.</p>	<p>17.2 Wage-related allowances</p> <p>(c) First aid allowance</p> <p>An employee who is appointed by the employer as a first aid officer to provide first aid assistance in the workplace and who maintains a current senior first aid qualification from St John Ambulance or similar body will be paid an allowance of \$15.53 per week.</p>
<p>15.3 Meal allowance</p> <p>Where an employee is entitled to a meal allowance in accordance with clause 21.4, the employee will be paid \$10.32 per meal.</p>	<p>17.3 Expense-related allowances</p> <p>(b) Meal allowance</p> <p>Where an employee is entitled to a meal allowance in accordance with clause 19.4, the employee will be paid \$10.32 per meal.</p>
<p>15.4 Laundry allowance</p> <p>An employee required to perform work determined by the leading hand or</p>	<p>(c) Laundry allowance</p> <p>An employee required to perform work determined by the leading</p>

<p>supervisor to be of a dirty nature will be paid an allowance of \$0.70 per day unless the employer provides and launders a uniform at no cost to the employee.</p>	<p>hand or supervisor to be of a dirty nature will be paid an allowance of \$0.70 per day unless the employer provides and launders a uniform at no cost to the employee.</p>																
<p>15.5 Special and protective clothing</p> <p>Where it is necessary that an employee wear special and/or protective clothing, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where the employer provides the special clothing it will remain the property of the employer.</p>	<p>(d) Special and protective clothing</p> <p>(i) Where it is necessary that an employee wear special and/or protective clothing, the employer must reimburse the employee for the cost of purchasing the special clothing.</p> <p>(ii) The provisions of this clause do not apply where the special clothing is supplied without cost to the employee.</p> <p>(iii) Where the employer provides the special clothing it will remain the property of the employer.</p>																
<p>15.6 Toilet cleaning allowance</p> <p>An employee engaged for the major portion of a day or shift in cleaning toilets will be paid an allowance of 1.615% of the standard rate per week or 0.329% of the standard rate per shift.</p>	<p>17.2 Wage-related allowances</p> <p>(d) Toilet cleaning allowance</p> <p>An employee engaged for the major portion of a day or shift in cleaning toilets will be paid an allowance of \$12.35 per week or \$2.52 per shift.</p>																
<p>15.7 Leading hand allowance</p> <p>Leading hands classified at Grade 4 or below are entitled to an all-purpose allowance according to the following table:</p> <table border="1" data-bbox="197 1034 1034 1375"> <thead> <tr> <th>In charge of</th> <th>% of standard rate per week</th> </tr> </thead> <tbody> <tr> <td>Not less than 3 employees and not more than 10 employees</td> <td>4.52</td> </tr> <tr> <td>More than 10 employees and not more than 20 employees</td> <td>6.76</td> </tr> <tr> <td>More than 20 employees</td> <td>8.58</td> </tr> </tbody> </table>	In charge of	% of standard rate per week	Not less than 3 employees and not more than 10 employees	4.52	More than 10 employees and not more than 20 employees	6.76	More than 20 employees	8.58	<p>17.2 Wage-related allowances</p> <p>(b) Leading hand allowance</p> <p>Leading hands classified at Grade 4 or below are entitled to an all-purpose allowance according to the following table:</p> <table border="1" data-bbox="1294 1072 2110 1353"> <thead> <tr> <th>In charge of</th> <th>\$ per week</th> </tr> </thead> <tbody> <tr> <td>3–10 employees</td> <td>34.57</td> </tr> <tr> <td>11–20 employees</td> <td>51.71</td> </tr> <tr> <td>More than 20 employees</td> <td>65.63</td> </tr> </tbody> </table>	In charge of	\$ per week	3–10 employees	34.57	11–20 employees	51.71	More than 20 employees	65.63
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<p>15.8 Adjustment of expense related allowances</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="280 544 1014 815"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Laundry allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Laundry allowance	Clothing and footwear group	Vehicle allowance	Private motoring sub-group	<p>Schedule C—Summary of Monetary Allowances</p> <p>C.2 Expense-related allowances</p> <p>C.2.1 Adjustment of expense-related allowances</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="1296 639 2110 916"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Laundry allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Laundry allowance	Clothing and footwear group	Vehicle allowance	Private motoring sub-group
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<p>16. District allowances</p> <p>17. Accident pay</p>	<p><i>Transitional provisions removed – obsolete</i></p>																
<p>18. Payment of wages</p> <p>18.1 Wages will be paid weekly or fortnightly, or, by agreement between the employer and the majority of employees, monthly.</p> <p>18.2 Payment will be made in cash, by cheque or by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.</p> <p>18.3 Overtime will be paid not later than the pay day next succeeding the week in which the overtime has been worked.</p>	<p>15. Minimum wages</p> <p>15.3 Payment of wages</p> <p>(a) Wages will be paid weekly or fortnightly, or, by agreement between the employer and the majority of employees, monthly.</p> <p>(b) Payment will be made in cash, by cheque or by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.</p>																

<p>18.4 Where an employee is discharged from employment the employee will be paid immediately for all wages, overtime, pro rata payment for annual leave, annual leave loading or any remuneration due. Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.</p> <p>18.5 Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving. Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.</p> <p>18.6 In the event of there being any delay in the making of any payment mentioned in this clause, other than a delay beyond the direct control of the employer, an employee will be paid at ordinary rates for all time the employee is kept waiting. Time kept waiting will be deemed to operate after 6.00 pm on the Friday of each pay week where payment is made by electronic funds transfer.</p>	<p>(c) Overtime will be paid not later than the pay day next following the week in which the overtime has been worked.</p> <p>(d) Where an employee is discharged from employment the employee will be paid immediately for all wages, overtime, pro rata payment for annual leave, annual leave loading; or any remuneration due.</p> <p>(e) Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.</p> <p>(f) Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving. Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.</p> <p>(g) In the event of there being any delay in the making of any payment mentioned in this clause, other than a delay beyond the direct control of the employer, an employee will be paid the ordinary hourly rate for all time the employee is kept waiting. Time kept waiting will be deemed to operate after 6.00 pm on the Friday of each pay week where payment is made by electronic funds transfer.</p>
<p>18.7 Composite rates</p> <p>(a) As an alternative to an employee's wages being calculated and paid on a weekly or fortnightly basis, agreement may be reached between an employee and the employer that the employee can be paid a composite annual salary which properly remunerates the employee in accordance with the award for work performed over an agreed roster cycle. In such cases the composite annual salary will be calculated to ensure that such salary paid over the year is sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate obligations have been complied with. The employee is entitled to be represented in discussions with the employer by a registered organisation, or by the employee's parent or guardian.</p> <p>(b) However, in the event of termination of employment prior to completion of a year, the salary paid during such period of employment, must be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate</p>	<p>(g) Annualised salary</p> <p>(i) As an alternative to an employee's wages being calculated and paid on a weekly or fortnightly basis, agreement may be reached between an employee and the employer that the employee can be paid a composite annual salary which properly remunerates the employee in accordance with the award for work performed over an agreed roster cycle. In such cases the composite annual salary will be calculated to ensure that such salary paid over the year is sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate obligations have been complied with. The employee is entitled to be represented in discussions with the employer by a registered organisation, or by the employee's parent or guardian.</p> <p>(ii) However, in the event of termination of employment prior to completion of a year, the salary paid during such period of employment, must be sufficient to cover what the employee would have been entitled to if all award overtime and penalty</p>

<p>payment obligations had been complied with.</p> <p>(c) Where payment is adopted in accordance with this clause, the employer must keep a daily record of the hours worked by an employee which must show the date, start and finish times of the employee for the day. This record will be countersigned weekly by the employee (or their parent or guardian) and must be kept at the place of employment for a period of at least seven years.</p>	<p>rate payment obligations had been complied with.</p> <p>(iii) Where payment is adopted in accordance with this clause, the employer must keep a daily record of the hours worked by an employee which must show the date, start and finish times of the employee for the day. This record will be countersigned weekly by the employee (or their parent or guardian) and must be kept at the place of employment for a period of at least seven years.</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>19. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>18. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>Part 5—Hours of Work and Related Matters</p> <p>20. Ordinary hours of work and rostering</p> <p>20.1 The ordinary hours of work will be worked in not more than five consecutive shifts of not more than eight hours or, by agreement with the employee, 10 consecutive hours, and will not exceed 38 hours per week or an average of 38 hours per week over an agreed roster cycle.</p> <p>20.2 Subject to clause 21—Overtime and penalty rates, ordinary time will be worked between the hours of 6.00 am and 6.00 pm Monday to Sunday.</p>	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work and rostering arrangements</p> <p>13.1 The ordinary hours of work will be worked in not more than five consecutive shifts of not more than eight hours (or by agreement with the employee, 10 consecutive hours).</p> <p>13.2 Ordinary hours will not exceed 38 hours per week or an average of 38 hours per week over an agreed roster cycle.</p> <p>13.3 Subject to clause 19—Overtime, ordinary time will be worked between the hours of 6.00 am and 6.00 pm Monday to Sunday.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>13.4 Ordinary hours worked after 6.00 pm Monday to Friday or on weekends will be paid in accordance with clause 20—Penalty rates.</p>
<p>20.3 Where work is carried out on weekends, payment will be at time and half on Saturdays and double time on Sundays, other than for employees engaged on catering services who will be paid at the rate of time and three quarters on Sunday.</p> <p>20.4 An employee who works their ordinary hours in a shift which finishes after 6.00 pm and at or before 12.00 midnight Monday to Friday, will be</p>	<p>Part 5—Penalties and Overtime</p> <p>20. Penalty rates</p> <p>20.1 An employee who works their ordinary hours in a shift which finishes after 6.00 pm and at or before 12.00 midnight Monday to Friday, will be paid at 115% of their ordinary hourly rate for the whole shift.</p>

<p>paid 15% more than their ordinary rate for the whole shift.</p> <p>20.5 By agreement between an employer and an employee, an employee who works their hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00 am Monday to Friday, will be paid for the whole shift 30% more than their ordinary rate.</p>	<p>20.2 By agreement between an employer and employee, an employee who works their hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00 am Monday to Friday, will be paid at 130% of their ordinary hourly rate for the whole shift.</p> <p>20.3 Weekend work</p> <p>(a) Where ordinary hours are worked on weekends, payment will be:</p> <p>(i) 150% of the ordinary hourly rate on Saturdays;</p> <p>(ii) 200% of the ordinary hourly rate on Sundays; and</p> <p>(iii) 175% of the ordinary hourly rate on Sunday when engaged on catering services.</p>
<p>20.6 The actual starting and finishing time will be determined by the employer.</p>	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work and rostering arrangements</p> <p>13.5 The actual starting and finishing time will be determined by the employer</p>
<p>20.7 Meal and tea breaks</p> <p>All employees will be allowed at least 30 minutes unpaid lunch break not later than five hours after the commencement of work unless otherwise agreed between the employer and employee. An employee will not be required to work for more than five hours without a meal break of 30 minutes. All employees will receive one paid tea break of 15 minutes in the morning.</p>	<p>14. Breaks</p> <p>14.1 Meal break</p> <p>(a) An employee will be allowed an unpaid meal break of at least 30 minutes no later than five hours after starting work unless otherwise agreed between the employer and employee.</p> <p>(b) An employee will not be required to work for more than five hours without a meal break of 30 minutes.</p> <p>14.2 Paid tea break</p> <p>All employees will receive one paid tea break of 15 minutes in the morning.</p>
<p>20.8 Rosters</p> <p>The employer will notify all permanent employees of their roster upon commencement with the employer. Rosters can only be changed by the employer by giving employees at least seven days' notice, except in the</p>	<p>14.3 Rosters</p> <p>(a) The employer will notify all permanent employees of their roster upon commencement with the employer.</p>

<p>case of emergency where the employer will have the right to alter rosters immediately.</p>	<p>(b) Subject to clause 27, rosters can only be changed by the employer by giving employees at least seven days' notice, except in the case of emergency where the employer will have the right to alter rosters immediately.</p>										
<p>21. Overtime and penalty rates</p> <p>21.1 Subject to clause 21.7 all time worked outside the ordinary hours of work will be overtime and will be paid for at the rate of time and a half for the first two hours and double time thereafter. Overtime at the rate of double time will be paid for all time worked after 12.00 noon on a Saturday where such time is not part of an employee's ordinary shift and all day Sunday.</p> <p>21.2 In computing overtime, each day's work will stand alone.</p> <p>21.3 When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.</p> <p>21.4 An employee working overtime will be provided with a half hour for meal break and a suitable meal or be paid a meal allowance in any of the following circumstances:</p> <p>(a) when required to work beyond 6.00 pm; or</p> <p>(b) if overtime continues beyond 10.00 pm.</p> <p>21.5 Where an employee's ordinary hours of work are less than 38 per week, by agreement between that employee and the employer, an employee may work and be paid at ordinary time up to two hours beyond their normal finishing time. In any case, an employee will not be required to work more than 10 hours in any one day nor more than 38 hours in any one week without the payment of overtime. For the purposes of this clause week means Monday to Friday inclusive.</p> <p>21.6 In computing overtime, calculation will be made to the nearest five minutes.</p>	<p>Part 5—Penalties and Overtime</p> <p>19. Overtime</p> <p>19.1 Subject to clause 19.6, all time worked outside the ordinary hours of work will be overtime and will be paid for:</p> <table border="1" data-bbox="1223 478 2110 903"> <thead> <tr> <th>For overtime worked on</th> <th>Overtime rate % of ordinary hourly rate</th> </tr> </thead> <tbody> <tr> <td>Monday to Saturday—first 2 hours</td> <td>150</td> </tr> <tr> <td>Monday to Saturday—after 2 hours</td> <td>200</td> </tr> <tr> <td>Saturday—after 12.00 pm (where not part of an employee's ordinary shift)</td> <td>200</td> </tr> <tr> <td>Sunday</td> <td>200</td> </tr> </tbody> </table> <p>19.2 In computing overtime, each day's work will stand alone and calculation will be made to the nearest five minutes.</p> <p>19.3 When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.</p> <p>19.4 When required to work beyond 6.00 pm or if overtime continues beyond 10.00 pm, an employee will be provided with a 30 minute meal break and:</p> <p>(a) a suitable meal; or</p> <p>(b) paid the meal allowance in clause 17.3(b).</p> <p>19.5 Where an employee's ordinary hours of work are less than 38 per week, by agreement between that employee and the employer, an employee may work and be paid at ordinary time up to two hours beyond their normal</p>	For overtime worked on	Overtime rate % of ordinary hourly rate	Monday to Saturday—first 2 hours	150	Monday to Saturday—after 2 hours	200	Saturday—after 12.00 pm (where not part of an employee's ordinary shift)	200	Sunday	200
For overtime worked on	Overtime rate % of ordinary hourly rate										
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Sunday	200										

	<p>finishing time. In any case, an employee will not be required to work more than 10 hours in any one day nor more than 38 hours in any one week without the payment of overtime. For the purposes of this clause week means Monday to Friday inclusive.</p>
<p>21.7 Time off instead of overtime payment</p> <p>Where an employee has performed duty on overtime, they may be released from duty to take time off instead of receiving a payment for overtime for a period not exceeding the period of overtime actually worked, subject to the following conditions:</p> <ul style="list-style-type: none"> (a) An employee may only be released from duty at the request of the employee and with the agreement of the employer. Such agreement will be in writing and be kept with the time and wage records. (b) An employee may not accumulate more than 20 hours to be taken as leave instead of overtime payment and leave will be taken within four weeks of the accrual. Where such leave is not taken in this period it will be paid for at the appropriate overtime rate. (c) This provision will only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday, Sunday and public holidays will apply for those days. 	<p>19.6 Time off instead of overtime payment</p> <p>Where an employee has performed duty on overtime, they may be released from duty to take time off instead of receiving a payment for overtime for a period not exceeding the period of overtime actually worked, subject to the following conditions:</p> <ul style="list-style-type: none"> (a) An employee may only be released from duty at the request of the employee and with the agreement of the employer. Such agreement will be in writing and be kept with the time and wage records. (b) An employee may not accumulate more than 20 hours to be taken as leave instead of overtime payment and leave will be taken within four weeks of the accrual. Where such leave is not taken in this period it will be paid for at the appropriate overtime rate. (c) This provision will only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday, Sunday and public holidays will apply for those days.
<p>Part 6—Leave and Public Holidays</p> <p>22. Annual leave</p> <p>22.1 Leave entitlement</p> <ul style="list-style-type: none"> (a) Annual leave is provided for in the NES. It does not apply to casual employees. (b) For the purposes of the additional leave provided by the NES, a shiftworker is an employee who is regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period). <p>22.2 Payment for annual leave</p> <ul style="list-style-type: none"> (a) The NES prescribes the basis for payment of annual leave, 	<p>Part 6—Leave and Public Holidays</p> <p>21. Annual leave</p> <p>21.1 Leave entitlement</p> <ul style="list-style-type: none"> (a) Annual leave is provided for in the NES. It does not apply to casual employees. (b) For the purposes of the additional leave provided by the NES, a shiftworker is an employee who is regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period). <p>21.2 Payment for annual leave</p> <ul style="list-style-type: none"> (a) The NES prescribes the basis for payment of annual leave, including

<p>including payments for untaken leave upon termination of employment.</p> <p>(b) In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.</p> <p>22.3 Requirement to take leave notwithstanding terms of the NES</p> <p>An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:</p> <p>(a) as part of a close-down of its operations; or</p> <p>(b) where more than eight weeks' leave is accrued.</p>	<p>payments for untaken leave upon termination of employment.</p> <p>(b) In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.</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>21.3 Requirement to take leave notwithstanding terms of the NES</p> <p>An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:</p> <p>(a) as part of a close-down of its operations; or</p> <p>(b) where more than eight weeks' leave is accrued.</p>
<p>23. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>22. Personal/carer's leave and compassionate leave</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>23. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p>24. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>25. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>25. Public holidays</p> <p>25.1 Public holidays are provided for in the NES.</p>	<p>24. Public holidays</p> <p>24.1 Public holiday entitlements are provided for in the NES.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>24.2 A full-time or part-time employee who works on a public holiday will be paid in accordance with clause 20—Penalty rates.</p>
<p>25.2 A full-time or part-time employee who works on a public holiday will be paid at the rate of double time and a half.</p>	<p>Part 5—Penalties and Overtime</p> <p>20. Penalty rates</p>

	<p>20.4 Public holidays</p> <p>All ordinary hours worked on a public holiday will be paid at 250% of the ordinary hourly rate.</p>
<p>25.3 An employee, other than a casual employee, who works on Christmas Day, New Years Day, or both, will be paid at the appropriate holiday rate as provided in clause 25.2 and if such an employee also works on the substitute day or days, they will be paid at ordinary rates for work on this day or these days.</p> <p>25.4 In addition to the benefit conferred by clause 25.2, an employee who works on Christmas Day or New Years Day will either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.</p> <p>25.5 Clauses 25.3 and 25.4 override any other provisions of this award with which they are inconsistent.</p>	<p>24.3 An employee, other than a casual employee, who works on Christmas Day, New Year's Day, or both, will be paid at the appropriate holiday rate as provided in clause 20—Penalty rates and if such an employee also works on the substitute day or days, they will be paid at ordinary rates for work on the substituted day or days.</p> <p>24.4 In addition to the rate in clause 20.4, an employee who works on Christmas Day or New Year's Day will either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.</p> <p>24.5 Clauses 24.3 and 24.4 override any other provisions of this award with which they are inconsistent.</p>
<i>Clause inserted – proposed new provision</i>	<p>24.6 Part-day public holidays</p> <p>For provisions in relation to part-day public holidays see Schedule F—2015 Part-day public holidays.</p>
<p>Schedule A —Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<i>Transitional provision - clause removed - obsolete</i>
<p>Schedule B—Classifications</p> <p><i>Provision not reproduced</i></p>	<p>Schedule A —Classification Definitions</p> <p><i>Provision not reproduced</i></p>
<i>Clause inserted - proposed new provision</i>	<p>Schedule B —Summary of Hourly Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<i>Clause inserted - proposed new provision</i>	<p>Schedule C —Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>

<p>Schedule C—National Training Wage</p> <p>Appendix C1: Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced</i></p>	<p>Schedule E —National Training Wage</p> <p><i>Current clause C.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p><u>Link to comparison document</u></p>
<p>Schedule D—Supported Wage System</p> <p><i>Provision not reproduced</i></p>	<p>Schedule D —Supported Wage System</p> <p><i>Provision not reproduced</i></p>
<p>Schedule E—2015 Part-day Public Holidays</p> <p><i>Provision not reproduced</i></p>	<p>Schedule F —2015 Part-day Public Holidays</p> <p><i>Provision not reproduced</i></p>