

CURRENT AWARD as at 18 December 2015

Labour Market Assistance 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. Types of employment
11. Termination of employment
12. Redundancy

Part 4— Minimum Wages and Related Matters

13. Classifications
14. Minimum weekly wages
15. Supported wage system

EXPOSURE DRAFT

Labour Market Assistance Award 2015

Table of Contents

Part 1— Application and Operation

1. Title and commencement
2. The National Employment Standards and this award
3. Coverage
4. Award flexibility
5. Facilitative provisions

Part 2— Types of Employment

6. Types of employment
7. Classifications

Part 3— Hours of Work

8. Ordinary hours of work
9. Breaks

Part 4— Minimum Wages and Related Matters

10. Minimum wages
11. Allowances
12. Accident pay
13. Superannuation

Part 5— Penalties and Overtime

14. Overtime

16. Allowances

17. District allowances

18. Accident pay

19. Superannuation

20. Payment of wages

Part 5— Hours of Work and Related Matters

21. Ordinary hours of work

22. Breaks

23. Overtime and penalty rates

24. Higher duties

Part 6— Leave and Public Holidays

25. Annual leave

26. Personal/carer’s leave and compassionate leave

27. Community service leave

28. Public holidays

29. Aboriginal and Torres Strait Islander ceremonial leave

Schedule A —Transitional Provisions

Schedule B —Classification Definitions

Schedule C —Supported Wage System

Schedule D —National Training Wage

Appendix D1: Allocation of Traineeships to Wage Levels

Schedule E —2014 Part-day Public Holidays

15. Penalty rates

Part 6— Leave, Public Holidays and Other NES Entitlements

16. Annual leave

17. Personal/carer’s leave and compassionate leave

18. Parental Leave

19. Community service leave

20. Public holidays

21. Aboriginal and Torres Strait Islander ceremonial leave

22. Termination of employment

23. Redundancy

Part 7— Consultation and Dispute Resolution

23. Consultation

24. Dispute resolution

Schedule A —Classification Definitions

Schedule B —Summary of Hourly Rates of Pay

Schedule C —Summary of Monetary Allowances

Schedule D —Supported Wage System

Schedule E —National Training Wage

Schedule F —2015 Part-day Public Holidays

Schedule G —Definitions

Part 1—Application and Operation

1. Title

This award is the *Labour Market Assistance Industry Award 2010*

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

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.

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:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

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 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.

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Labour Market Assistance Industry Award 2015*.

1.2 This modern award, as varied, commenced operation on 1 January 2010.

1.3 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.

1.4 Schedule G—Definitions sets out definitions that apply in this award.

1.5 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.

References to transitional arrangements removed - obsolete

<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>(a) (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>arrangement or contract with federal or State governments does not include the delivery of recruitment, outplacement, on-hire or similar services to federal or state governments to address its own workforce needs</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>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</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>Schedule G—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>arrangement or contract with federal or state governments does not include the delivery of recruitment, outplacement, on-hire or similar services to federal or State governments to address its own workforce needs</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>early work means work performed between the hours of midnight and 6.00 am from Sunday to Friday inclusive</p> <p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>flexible working hours (flexitime) means a system which allows employees to set their own patterns of attendance at work subject to the provisions of this award and the requirements of the workplace</p> <p>labour market assistance industry means the provision of work placement, job searching, personal support, vocational training and related services in the welfare sector, delivered by arrangement or contract with federal and state governments, to assist persons seeking employment</p>

<p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</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>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>labour market assistance industry means the provision of work placement, job searching, personal support, vocational training and related services in the welfare sector, delivered by arrangement or contract with federal and State governments, to assist persons seeking employment</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>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</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>standard rate means the minimum weekly wage for an Administrative assistant—Pay point 2 in clause 14.1</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>late work means work performed between 8.00 pm and midnight Monday to Friday inclusive</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>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</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>standard rate means the minimum weekly wage for an Administrative assistant—Pay point 2 in clause 10.1</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 2.2</i></p>
<p>4. Coverage</p> <p>4.1 This industry award covers employers in the labour market assistance industry throughout Australia and their employees in the classifications listed in Schedule B—Classification Definitions to the exclusion of any other modern award.</p>	<p>3. Coverage</p> <p>3.1 This industry award covers employers in the labour market assistance industry throughout Australia and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.</p> <p>3.2 The labour market assistance industry means the provision of work</p>

<p>4.2 The award does not cover employers and employees covered by the <i>Supported Employment Services Award 2010</i>.</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 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those 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>4.8 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>placement, job searching, personal support, vocational training and related services in the welfare sector, delivered by arrangement or contract with federal and state governments, to assist persons seeking employment</p> <p>3.3 The award does not cover employers and employees covered by the <i>Supported Employment Services Award 2015</i>.</p> <p>3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 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>3.5 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those 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>3.6 This award does not cover:</p> <p>(a) employees excluded from award coverage by the <i>Fair Work Act 2009</i> (Cth) (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>3.7 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</p>
--	---

	award it is possible that the employer and that employee are covered by an award with occupational coverage.															
<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>2. The National Employment Standards and this award</p> <p>2.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>2.3 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>7. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>4. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p>															
<p><i>Clause inserted - proposed new provision</i></p>	<p>5. Facilitative provisions</p> <p>5.1 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>5.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1240 1011 2132 1458"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>6.4(b)</td> <td>Part time employment — maximum hours per week</td> <td>An individual</td> </tr> <tr> <td>6.4(c)</td> <td>Part time employment — loading</td> <td>An individual</td> </tr> <tr> <td>8.4</td> <td>Hours of work—flexible working hours option</td> <td>An individual</td> </tr> <tr> <td>14.1(c)(ii)</td> <td>Entitlement to payment for</td> <td>An individual</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	6.4(b)	Part time employment — maximum hours per week	An individual	6.4(c)	Part time employment — loading	An individual	8.4	Hours of work—flexible working hours option	An individual	14.1(c)(ii)	Entitlement to payment for	An individual
Clause	Provision	Agreement between an employer and:														
6.4(b)	Part time employment — maximum hours per week	An individual														
6.4(c)	Part time employment — loading	An individual														
8.4	Hours of work—flexible working hours option	An individual														
14.1(c)(ii)	Entitlement to payment for	An individual														

	<table border="1"> <tr> <td></td> <td></td> <td>overtime</td> <td></td> </tr> <tr> <td>14.3(a)</td> <td></td> <td>Time off instead of payment for overtime</td> <td>An individual</td> </tr> <tr> <td>15.4</td> <td></td> <td>Penalty rates</td> <td>An individual</td> </tr> <tr> <td>19.3(a)</td> <td></td> <td>Public holiday substitution</td> <td>A majority of employees</td> </tr> <tr> <td>19.3(b)</td> <td></td> <td>Public holiday substitution—NAIDOC day</td> <td>An individual</td> </tr> </table>			overtime		14.3(a)		Time off instead of payment for overtime	An individual	15.4		Penalty rates	An individual	19.3(a)		Public holiday substitution	A majority of employees	19.3(b)		Public holiday substitution—NAIDOC day	An individual
		overtime																			
14.3(a)		Time off instead of payment for overtime	An individual																		
15.4		Penalty rates	An individual																		
19.3(a)		Public holiday substitution	A majority of employees																		
19.3(b)		Public holiday substitution—NAIDOC day	An individual																		
<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>23. Consultation</p> <p><i>Provision not reproduced - standard clause - no change</i></p>																				
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>24. 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 Employment categories</p> <p>(a) Employees under this award will be employed in one of the following categories:</p> <p>(i) full-time employment;</p> <p>(ii) part-time employment;</p> <p>(iii) casual employment; or</p> <p>(iv) sessional employment.</p> <p>(b) At the time of engagement, an employer must, for each new employee (except a casual employee), specify:</p>	<p>Part 2—Types of Employment</p> <p>6. Types of employment</p> <p>6.1 Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time;</p> <p>(c) casual; or</p> <p>(d) sessional.</p> <p>6.2 At the time of engagement, an employer must, for each new employee (except a casual employee), specify:</p> <p>(a) an outline of the main duties of the position;</p>																				

<p>(i) an outline of the main duties of the position;</p> <p>(ii) the employee’s regular hours of work and the employee’s normal spread of hours for ordinary duty in accordance with clause 21—Ordinary hours of work;</p> <p>(iii) the employee’s classification and rate of pay; and</p> <p>(iv) the nature of the engagement in accordance with clause 10.1(a).</p> <p>10.2 Full-time employment</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.</p> <p>10.3 Part-time employment</p> <p>(a) A part-time employee is one who is engaged to work a specified number of regular hours being less than 38 hours per week or an average of 38 hours per week.</p> <p>(b) A part-time employee’s hours of work may be temporarily varied up to a maximum of 38 hours per week by agreement between the employer and an individual employee.</p> <p>(c) The terms of this award will apply to part-time employees as provided to full-time employees on a pro rata basis.</p> <p>(d) By mutual agreement between the employer and employee, a part-time employee may be paid a loading of 25% on their hourly rate and not have an entitlement to annual leave, personal/carers’ leave or payment for public holidays. Such agreement will not alter the employee’s status as a part-time employee.</p>	<p>(b) the employee’s regular hours of work and the employee’s normal spread of hours for ordinary duty in accordance with clause 8—Ordinary hours of work;</p> <p>(c) the employee’s classification and rate of pay; and</p> <p>(d) the nature of the engagement in accordance with clause 6.1</p> <p>6.3 Full-time employees</p> <p>A full-time employee is engaged to work:</p> <p>(a) 38 ordinary hours per week; or</p> <p>(b) an average of 38 ordinary hours per week.</p> <p>6.4 Part-time employment</p> <p>(a) A part-time employee is engaged to work:</p> <p>(i) less than 38 hours per week or less than an average of 38 hours per week;</p> <p>(ii) a specified number of regular hours; and</p> <p>(iii) receives, on a pro-rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.</p> <p>(b) A part-time employee’s hours of work may be temporarily varied up to a maximum of 38 hours per week by agreement between the employer and an individual employee.</p> <p>(c) By mutual agreement between the employer and employee, a part-time employee may be paid a loading of 25% on their hourly rate and not have an entitlement to annual leave, personal/carer’s leave or payment for public holidays. Such agreement will not alter the employee’s status as a part-time employee.</p>
<p>10.4 Casual employment</p> <p>(a) A casual employee means an employee who is engaged intermittently by the hour for work of an unexpected or casual nature and does not include an employee who could properly be engaged as</p>	<p>6.5 Casual employees</p> <p>(a) A casual employee means an employee who is engaged intermittently by the hour for work of an unexpected or casual nature and does not include an employee who could properly be engaged as</p>

<p>a full-time, part-time or sessional employee.</p> <p>(b) An employee engaged as a casual employee will be engaged for a minimum period of two consecutive hours per engagement.</p> <p>(c) A casual employee will be paid for each hour worked during the ordinary hours of work provided in clause 21—Ordinary hours of work, a rate equal to 1/38th of the weekly rate appropriate to the employee’s classification. In addition, a loading of 25% of that rate will be paid.</p> <p>(d) Where a casual employee is employed outside of the ordinary spread of hours provided in clause 21—Ordinary hours of work, the hourly rate (exclusive of the 25% loading) will be increased by the penalty rates provided in clause 23—Overtime and penalty rates.</p>	<p>a full-time, part-time or sessional employee.</p> <p>(b) An employee engaged as a casual employee will be engaged for a minimum period of two consecutive hours per engagement.</p> <p>(c) Casual loading</p> <p>(i) For each hour worked during the spread of ordinary hours in clause 8.2 a casual employee must be paid:</p> <ul style="list-style-type: none"> • the minimum hourly rate; and • a loading of 25% of the minimum hourly rate, for the classification in which they are employed. <p>(d) Where a casual employee is employed outside of the ordinary spread of hours provided in clause 8—Ordinary hours of work, the hourly rate (exclusive of the 25% loading) will be increased by the penalty rates provided in clause 14—Overtime.</p>
<p>10.5 Sessional employment</p> <p>(a) An employee may be engaged on a sessional basis to provide training sessions to clients.</p> <p>(b) A sessional employee will be engaged for a minimum of two consecutive hours in any one day.</p> <p>(c) A sessional employee will be paid the minimum casual hourly rate equivalent to the casual hourly rate of pay for a Training and placement officer grade 1 Pay point 3.</p> <p>(d) In addition, a sessional employee will be paid for preparation and associated non-teaching/training tasks. This payment can be paid by either:</p> <p>(i) incorporating a loading of 33.3% into the hourly rate, provided that this rate is separately expressed; or</p> <p>(ii) paying the employee one hour’s preparation/associated non-teaching/training tasks for every three hours’ teaching up to a maximum of five additional hours per week.</p>	<p>6.6 Sessional employees</p> <p>(a) An employee may be engaged on a sessional basis to provide training sessions to clients.</p> <p>(b) A sessional employee will be engaged for a minimum of two consecutive hours in any one day.</p> <p>(c) A sessional employee will be paid the minimum casual hourly rate equivalent to the casual hourly rate of pay for a Training and placement officer grade 1 Pay point 3.</p> <p>(d) In addition, a sessional employee will be paid for preparation and associated non-teaching/training tasks. This payment can be paid by either:</p> <p>(i) incorporating a loading of 33.3% of the minimum hourly rate into the hourly rate, provided that this rate is separately expressed; or</p> <p>(ii) paying the employee one hour’s preparation/associated non-teaching/training tasks for every three hours’ teaching up to a maximum of five additional hours per week.</p>

<p>(e) An employer who employs a sessional employee under the terms of clause 10.5(d)(i) will not be obliged to pay the preparation loading in respect of any period involving staff training or staff meetings.</p> <p>(f) Upon engagement, in addition to the requirements specified for contracts of employment provided in clause 10.1 of this award, the employer will provide written advice to the employee setting out the particular arrangements for preparation and associated non-teaching/training tasks which will apply in respect of the employee.</p> <p>(g) Cancellation provisions</p> <p>If a training course is cancelled and the employer no longer requires the services of a sessional employee engaged for the course, the employer will provide the sessional employee with two weeks' notice of termination or payment instead of notice equivalent to two weeks' pay (inclusive of preparation loading or preparation time).</p>	<p>(e) An employer who employs a sessional employee under the terms of clause 6.6(d)(i) will not be obliged to pay the preparation loading in respect of any period involving staff training or staff meetings.</p> <p>(f) Upon engagement, in addition to the requirements specified for contracts of employment provided in clause 6.1 of this award, the employer will provide written advice to the employee setting out the particular arrangements for preparation and associated non-teaching/training tasks which will apply in respect of the employee.</p> <p>(g) Cancellation provisions</p> <p>If a training course is cancelled and the employer no longer requires the services of a sessional employee engaged for the course, the employer will provide the sessional employee with two weeks' notice of termination or payment instead of notice equivalent to two weeks' pay (inclusive of preparation loading or preparation time).</p>
<p>11. Termination of employment</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>21. Termination of employment</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>12. Redundancy</p> <p><i>Provision not reproduced - standard clause - no change -transitional provisions removed - see AM2014/190</i></p>	<p>22. Redundancy</p> <p><i>Provision not reproduced - standard clause - no change - transitional provisions removed - see AM2014/190</i></p>
<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>13.1 All employees covered by this award must be classified according to the structure and definitions set out in Schedule B—Classification Definitions.</p> <p>13.2 Progression</p> <p>(a) At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a classification if:</p> <p>(i) the employee has demonstrated competency and satisfactory</p>	<p>7. Classifications</p> <p>7.1 All employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Definitions.</p> <p>7.2 Progression</p> <p>(a) At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a classification if:</p> <p>(i) the employee has demonstrated competency and satisfactory performance over a minimum of 12 months at each pay point</p>

<p>performance over a minimum of 12 months at each pay point within the classification; and</p> <p>(ii) the employee has acquired and satisfactorily used new or enhanced skills if required by the employer.</p> <p>(b) Competency and satisfactory performance is deemed to be satisfactory by the employer in accordance with its employment policies and procedures.</p> <p>(c) Movement to a higher classification will only occur by way of promotion or reclassification.</p> <p>13.3 Salary packaging</p> <p>Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary, as provided for in clause 14—Minimum weekly wages. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this award.</p>	<p>within the classification; and</p> <p>(ii) the employee has acquired and satisfactorily used new or enhanced skills if required by the employer.</p> <p>(b) Competency and satisfactory performance is deemed to be satisfactory by the employer in accordance with its employment policies and procedures.</p> <p>(c) Movement to a higher classification will only occur by way of promotion or reclassification.</p> <p>7.3 Salary packaging</p> <p>(a) Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary, as provided for in clause 10.1—Minimum wages.</p> <p>(b) The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this award.</p>																									
<p>14. Minimum weekly wages</p> <p>14.1 Administrative assistant</p> <table border="1" data-bbox="179 909 1008 1276"> <thead> <tr> <th></th> <th style="text-align: center;">Per week \$</th> </tr> </thead> <tbody> <tr> <td>Pay point 1</td> <td style="text-align: center;">744.00</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: center;">756.50</td> </tr> <tr> <td>Pay point 3</td> <td style="text-align: center;">783.80</td> </tr> <tr> <td>Pay point 4</td> <td style="text-align: center;">808.70</td> </tr> </tbody> </table>		Per week \$	Pay point 1	744.00	Pay point 2	756.50	Pay point 3	783.80	Pay point 4	808.70	<p>Part 4—Minimum Wages and Related Matters</p> <p>10. Minimum wages</p> <p>10.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:</p> <p>(a) Administrative assistant</p> <table border="1" data-bbox="1232 1037 2128 1436"> <thead> <tr> <th>Employee classification</th> <th>Minimum weekly wage</th> <th>Minimum hourly rate</th> </tr> <tr> <td></td> <th style="text-align: center;">\$</th> <th style="text-align: center;">\$</th> </tr> </thead> <tbody> <tr> <td>Pay point 1</td> <td style="text-align: center;">744.00</td> <td style="text-align: center;">19.58</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: center;">756.50</td> <td style="text-align: center;">19.91</td> </tr> <tr> <td>Pay point 3</td> <td style="text-align: center;">783.80</td> <td style="text-align: center;">20.63</td> </tr> </tbody> </table>	Employee classification	Minimum weekly wage	Minimum hourly rate		\$	\$	Pay point 1	744.00	19.58	Pay point 2	756.50	19.91	Pay point 3	783.80	20.63
	Per week \$																									
Pay point 1	744.00																									
Pay point 2	756.50																									
Pay point 3	783.80																									
Pay point 4	808.70																									
Employee classification	Minimum weekly wage	Minimum hourly rate																								
	\$	\$																								
Pay point 1	744.00	19.58																								
Pay point 2	756.50	19.91																								
Pay point 3	783.80	20.63																								

14.2 Administrative officer <p style="text-align: right;">Per week \$</p>	Pay point 1	856.50	<table border="1"> <tr> <td>Pay point 4</td> <td>808.70</td> <td>21.28</td> </tr> <tr> <td colspan="3">(b) Administrative officer</td> </tr> <tr> <td>Employee classification</td> <td>Minimum weekly wage</td> <td>Minimum hourly rate</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Pay point 1</td> <td>856.50</td> <td>22.54</td> </tr> <tr> <td>Pay point 2</td> <td>875.70</td> <td>23.04</td> </tr> <tr> <td>Pay point 3</td> <td>894.50</td> <td>23.54</td> </tr> <tr> <td>Pay point 4</td> <td>919.40</td> <td>24.19</td> </tr> </table>	Pay point 4	808.70	21.28	(b) Administrative officer			Employee classification	Minimum weekly wage	Minimum hourly rate		\$	\$	Pay point 1	856.50	22.54	Pay point 2	875.70	23.04	Pay point 3	894.50	23.54	Pay point 4	919.40	24.19
	Pay point 4	808.70		21.28																							
	(b) Administrative officer																										
	Employee classification	Minimum weekly wage		Minimum hourly rate																							
		\$		\$																							
Pay point 1	856.50	22.54																									
Pay point 2	875.70	23.04																									
Pay point 3	894.50	23.54																									
Pay point 4	919.40	24.19																									
Pay point 2	875.70																										
Pay point 3	894.50																										
Pay point 4	919.40																										
14.3 Training and placement officer grade 1 <p style="text-align: right;">Per week \$</p>	Pay point 1	831.40	<table border="1"> <tr> <td colspan="3">(c) Training and placement officer grade 1</td> </tr> <tr> <td>Employee classification</td> <td>Minimum weekly wage</td> <td>Minimum hourly rate</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Pay point 1</td> <td>831.40</td> <td>21.88</td> </tr> <tr> <td>Pay point 2</td> <td>856.50</td> <td>22.54</td> </tr> <tr> <td>Pay point 3</td> <td>875.70</td> <td>23.04</td> </tr> </table>	(c) Training and placement officer grade 1			Employee classification	Minimum weekly wage	Minimum hourly rate		\$	\$	Pay point 1	831.40	21.88	Pay point 2	856.50	22.54	Pay point 3	875.70	23.04						
	(c) Training and placement officer grade 1																										
	Employee classification	Minimum weekly wage		Minimum hourly rate																							
		\$		\$																							
Pay point 1	831.40	21.88																									
Pay point 2	856.50	22.54																									
Pay point 3	875.70	23.04																									
Pay point 2	856.50																										
Pay point 3	875.70																										
14.4 Training and placement officer grade 2 <p style="text-align: right;">Per week \$</p>	Pay point 1	894.50	<table border="1"> <tr> <td colspan="3">(d) Training and placement officer grade 2</td> </tr> <tr> <td>Employee classification</td> <td>Minimum weekly wage</td> <td>Minimum hourly rate</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> </tr> </table>	(d) Training and placement officer grade 2			Employee classification	Minimum weekly wage	Minimum hourly rate		\$	\$															
	(d) Training and placement officer grade 2																										
	Employee classification	Minimum weekly wage		Minimum hourly rate																							
	\$	\$																									
Pay point 2	919.40																										

<p>14.5 Training and placement co-ordinator</p>	Pay point 3	944.40	Pay point 1	894.50	23.54
	Pay point 4	969.30	Pay point 2	919.40	24.19
	Pay point 5	992.10	Pay point 3	944.40	24.85
			Pay point 4	969.30	25.51
			Pay point 5	992.10	26.11
		Per week			
		\$			
	Pay point 1	992.10			
	Pay point 2	1017.10			
	Pay point 3	1040.00			
Pay point 4	1064.90				
<p>14.6 Manager grade 1</p>			(e) Training and placement co-ordinator		
			Employee classification	Minimum weekly wage	Minimum hourly rate
				\$	\$
			Pay point 1	992.10	26.11
			Pay point 2	1,017.10	26.77
			Pay point 3	1,040.00	27.37
			Pay point 4	1,064.90	28.02
		Per week	(f) Manager grade 1		
		\$	Employee classification	Minimum weekly wage	Minimum hourly rate
	Pay point 1	992.10		\$	\$
Pay point 2	1017.10	Pay point 1	992.10	26.11	
Pay point 3	1040.00	Pay point 2	1,017.10	26.77	
Pay point 4	1064.90	Pay point 3	1,040.00	27.37	
Pay point 5	1089.90	Pay point 4	1,064.90	28.02	

<p>14.7 Manager grade 2</p> <table border="1"> <tr> <td>Pay point 6</td> <td>1114.80</td> </tr> <tr> <td colspan="2" style="text-align: center;">Per week</td> </tr> <tr> <td colspan="2" style="text-align: center;">\$</td> </tr> <tr> <td>Pay point 1</td> <td>1139.80</td> </tr> <tr> <td>Pay point 2</td> <td>1164.80</td> </tr> <tr> <td>Pay point 3</td> <td>1189.80</td> </tr> <tr> <td>Pay point 4</td> <td>1214.70</td> </tr> <tr> <td>Pay point 5</td> <td>1239.70</td> </tr> </table>	Pay point 6	1114.80	Per week		\$		Pay point 1	1139.80	Pay point 2	1164.80	Pay point 3	1189.80	Pay point 4	1214.70	Pay point 5	1239.70	<table border="1"> <tr> <td>Pay point 5</td> <td>1,089.90</td> <td>28.68</td> </tr> <tr> <td>Pay point 6</td> <td>1,114.80</td> <td>29.34</td> </tr> <tr> <td colspan="3">(g) Manager grade 2</td> </tr> <tr> <td>Employee classification</td> <td>Minimum weekly wage</td> <td>Minimum hourly rate</td> </tr> <tr> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Pay point 1</td> <td>1,139.80</td> <td>29.99</td> </tr> <tr> <td>Pay point 2</td> <td>1,164.80</td> <td>30.65</td> </tr> <tr> <td>Pay point 3</td> <td>1,189.80</td> <td>31.31</td> </tr> <tr> <td>Pay point 4</td> <td>1,214.70</td> <td>31.97</td> </tr> <tr> <td>Pay point 5</td> <td>1,239.70</td> <td>32.62</td> </tr> </table>	Pay point 5	1,089.90	28.68	Pay point 6	1,114.80	29.34	(g) Manager grade 2			Employee classification	Minimum weekly wage	Minimum hourly rate		\$	\$	Pay point 1	1,139.80	29.99	Pay point 2	1,164.80	30.65	Pay point 3	1,189.80	31.31	Pay point 4	1,214.70	31.97	Pay point 5	1,239.70	32.62
Pay point 6	1114.80																																														
Per week																																															
\$																																															
Pay point 1	1139.80																																														
Pay point 2	1164.80																																														
Pay point 3	1189.80																																														
Pay point 4	1214.70																																														
Pay point 5	1239.70																																														
Pay point 5	1,089.90	28.68																																													
Pay point 6	1,114.80	29.34																																													
(g) Manager grade 2																																															
Employee classification	Minimum weekly wage	Minimum hourly rate																																													
	\$	\$																																													
Pay point 1	1,139.80	29.99																																													
Pay point 2	1,164.80	30.65																																													
Pay point 3	1,189.80	31.31																																													
Pay point 4	1,214.70	31.97																																													
Pay point 5	1,239.70	32.62																																													
<p>15. Supported wage system</p> <p>See Schedule C</p>	<p>10.4 Supported wage system</p> <p>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>10.5 National training wage.</p> <p>For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>																																														
<p>16. Allowances</p>	<p>11. Allowances</p> <p>11.1 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>16.1 Meal allowance</p> <p>Employees will be entitled to a meal allowance of \$14.43 in the following</p>	<p>11.3 Expense related allowances</p> <p>(a) Meal allowance</p>																																														

<p>circumstances:</p> <ul style="list-style-type: none"> (a) where the employee works overtime in excess of two hours on any of the days upon which ordinary hours are worked; or (b) where the employee works five hours or more on a day which is not an ordinary working day. 	<p>Employees will be entitled to a meal allowance of \$14.43 where the employee works:</p> <ul style="list-style-type: none"> (i) overtime in excess of two hours on any of the days upon which ordinary hours are worked; or (ii) five hours or more on a day which is not an ordinary working day.
<p>16.2 First aid allowance</p> <p>An employee who is required by their employer to perform first aid duty at their workplace who holds a current first aid certificate issued by St John Ambulance or the Australian Red Cross Society or equivalent qualification will be paid a weekly allowance of 1.67% of the standard rate.</p>	<p>11.2 Wage related allowances</p> <p>(a) First aid allowance</p> <p>An employee who is required by their employer to perform first aid duty at their workplace who holds a current first aid certificate issued by St John Ambulance or the Australian Red Cross Society or equivalent qualification will be paid a weekly allowance of \$12.63.</p>
<p>16.3 Vehicle allowance</p> <ul style="list-style-type: none"> (a) Where an employee is required to use their own motor vehicle on the employer's business, the employee is entitled to be reimbursed at the rate of \$0.78 per kilometre. (b) An employee required to travel by other means in connection with their work will be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer. (c) Where an employee is called on duty at night or other than their normal hours, or on any non-working day, they will be reimbursed their fares, or if using their own vehicle to travel between home and the place of work, receive a vehicle allowance, as provided in clause 16.3(a). (d) Where an employee is required to use their own motor vehicle on the employer's business and, by reason of that use, the employee is required, under the law in force in the State or Territory in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that exceeds the fee that they would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of 	<p>11.3 Expense related allowances</p> <p>(b) Vehicle allowance</p> <ul style="list-style-type: none"> (i) Where an employee is required to use their own motor vehicle in connection with their work, the employee is entitled to be reimbursed at the rate of \$0.78 per kilometre. (ii) An employee required to travel by other means in connection with their work will be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer. (iii) Where an employee is called on duty at night or other than their normal hours, or on any non-working day, they will be reimbursed their fares, or if using their own vehicle to travel between home and the place of work, receive a vehicle allowance, as provided in clause 11.3(b)(i). <p>(c) Use of employee's own vehicle</p> <p>Where an employee is required to use their own motor vehicle on the employer's business and the employee is required, by reason of that</p>

<p>reimbursement, an amount equal to the amount of the excess.</p> <p>(e) Where an employee is required to use their own motor vehicle on the employer's business and, by reason of that use, the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be paid by way of reimbursement an amount equal to the amount of the excess.</p>	<p>use, to pay:</p> <p>(i) a registration fee which exceeds the registration fee the employee would otherwise have been required to pay; and</p> <p>(ii) an amount by way of full comprehensive insurance premium which exceeds the amount the employee would otherwise have been required to pay by way of full comprehensive insurance premium,</p> <p>the employee is entitled to be reimbursed for the difference between the two amounts.</p>
<p>16.4 Travelling expenses</p> <p>An employee required to stay away from home overnight will be reimbursed the cost of reasonable board, lodging and meals. Reasonable proof of costs so incurred is to be provided by the employee to the employer.</p>	<p>(d) Travelling expenses</p> <p>An employee required to stay away from home overnight will be reimbursed the cost of reasonable board, lodging and meals. Reasonable proof of costs so incurred is to be provided by the employee to the employer.</p>
<p>16.5 Excursions</p> <p>Where an employee is required to supervise clients in excursion activities involving overnight stays away from home, the following provisions will apply:</p> <p>(a) payment at ordinary rates of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Sunday up to a maximum of eight hours per day; and</p> <p>(b) in addition, payment of a sleepover allowance of 7.76% of the standard rate will be made for every night spent away from home while on excursions.</p>	<p>11.2 Wage related allowances</p> <p>(b) Excursions</p> <p>Where an employee is required to supervise clients in excursion activities involving overnight stays away from home, the employee will be entitled to:</p> <p>(i) payment at ordinary rates of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Sunday up to a maximum of eight hours per day; and</p> <p>(ii) in addition, payment of a sleepover allowance of \$58.70 for every night spent away from home while on excursions.</p>
<p>16.6 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>Schedule C—Summary of Monetary 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</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="280 245 1057 416"> <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>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	Vehicle allowance	Private motoring sub-group	<p>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="1314 258 2132 472"> <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>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	Vehicle allowance	Private motoring sub-group
Allowance	Applicable Consumer Price Index figure												
Meal allowance	Take away and fast foods sub-group												
Vehicle allowance	Private motoring sub-group												
Allowance	Applicable Consumer Price Index figure												
Meal allowance	Take away and fast foods sub-group												
Vehicle allowance	Private motoring sub-group												
<p>17. District allowances</p> <p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>												
<p>18. Accident pay</p> <p>18.1 For the purpose of this clause, the following definitions will apply:</p> <p>(a) Accident pay means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid, or required to be paid to an employee pursuant to the applicable workers' compensation legislation and the employee's ordinary rate of pay (not including over award payments, shift loadings or overtime).</p> <p>(b) Injury will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.</p> <p>18.2 Entitlement to accident pay</p> <p>The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 39 weeks.</p> <p>18.3 Calculation of the period of accident pay</p> <p>(a) The 39 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. In the event of more than one absence arising from one injury, such absences are to</p>	<p>12. Accident pay</p> <p>12.1 For the purpose of this clause, the following definitions will apply:</p> <p>(a) Accident pay means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid, or required to be paid to an employee pursuant to the applicable workers' compensation legislation and the employee's ordinary rate of pay (not including over award payments, shift loadings or overtime).</p> <p>(b) Injury will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.</p> <p>12.2 Entitlement to accident pay</p> <p>The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 39 weeks.</p> <p>12.3 Calculation of the period of accident pay</p> <p>(a) The 39 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. In the event of more than one absence arising from one injury, such absences are to</p>												

<p>be cumulative in the assessment of the 39 week period.</p> <p>(b) Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:</p> <p>(i) is by the employer other than for reason of the employee's serious and/or wilful misconduct; or</p> <p>(ii) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement in the absence of agreement will be referred to the Fair Work Commission to determine.</p> <p>(c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.</p>	<p>be cumulative in the assessment of the 39 week period.</p> <p>(b) Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:</p> <p>(i) is by the employer other than for reason of the employee's serious and/or wilful misconduct; or</p> <p>(ii) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement in the absence of agreement will be referred to the Fair Work Commission to determine.</p> <p>(b) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.</p>
<p>18.4 When not entitled to accident pay</p> <p>An employee will not be entitled to any payment under this clause in respect of the following.</p> <p>(a) Any period of paid annual leave or long service leave, or for any paid public holiday.</p> <p>(b) Any injury during the first five normal working days of incapacity.</p> <p>(c) Any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.</p> <p>(d) Where in accordance with the applicable workers' compensation legislation a medical practitioner provides information to an employer of an employee's fitness for work or specifies work for which an employee has a capacity and such work is made available by an employer but not commenced by an employee.</p> <p>(e) Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.</p> <p>(f) Where an employee receives a weekly payment under this section</p>	<p>12.4 When not entitled to accident pay</p> <p>An employee will not be entitled to any payment under this clause in respect of the following.</p> <p>(a) Any period of paid annual leave or long service leave, or for any paid public holiday.</p> <p>(b) Any injury during the first five normal working days of incapacity.</p> <p>(c) Any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.</p> <p>(d) Where in accordance with the applicable workers' compensation legislation a medical practitioner provides information to an employer of an employee's fitness for work or specifies work for which an employee has a capacity and such work is made available by an employer but not commenced by an employee.</p> <p>(e) Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.</p> <p>(f) Where an employee receives a weekly payment under this section</p>

<p>and subsequently such payment is reduced pursuant to the applicable workers' compensation legislation, such reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.</p>	<p>and subsequently such payment is reduced pursuant to the applicable workers' compensation legislation, such reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.</p>
<p>18.5 Return to work</p> <p>If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p> <p>18.6 Redemptions</p> <p>In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers compensation legislation, the liability of the employer to pay accident pay as herein provided will cease from the date the employee receives that payment.</p> <p>18.7 Casual employees</p> <p>For a casual employee, the weekly payment referred to in clause 18.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.</p> <p>18.8 Other</p> <p>This clause does not operate to diminish an employee's entitlement to compensation payments under the applicable workers' compensation legislation.</p>	<p>12.5 Return to work</p> <p>If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p> <p>12.6 Redemptions</p> <p>In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers compensation legislation, the liability of the employer to pay accident pay as herein provided will cease from the date the employee receives that payment.</p> <p>12.7 Casual employees</p> <p>For a casual employee, the weekly payment referred to in clause 18.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.</p> <p>12.8 Other</p> <p>This clause does not operate to diminish an employee's entitlement to compensation payments under the applicable workers' compensation legislation.</p>
<p>19 Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>13 Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>20. Payment of wages</p> <p>All wages will be paid weekly, fortnightly, four weekly or monthly by cash, cheque or electronic transfer in accordance with the arrangements determined by the</p>	<p>10.3 Payment of wages</p> <p>All wages will be paid weekly, fortnightly, four weekly or monthly by cash, cheque or electronic transfer in accordance with the arrangements</p>

<p>employer and not more than five days following the end of the pay period.</p>	<p>determined by the employer and not more than five days following the end of the pay period.</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>Part 5—Hours of Work and Related Matters</p> <p>21. Ordinary hours of work</p> <p>21.1 Ordinary hours of work</p> <p>The ordinary hours of work will be no more than an average of 38 hours per week to be worked over 152 hours within a work cycle not exceeding 28 days and not exceeding 10 hours in any one day.</p> <p>21.2 Spread of hours</p> <p>Except in relation to an employee engaged and paid to work their ordinary hours in accordance with clause 23.6—Penalty rates for ordinary hours of work, the ordinary hours of work will be performed between 6.00 am and 8.00 pm Monday to Friday.</p>	<p>Part 3—Hours of Work</p> <p>8. Ordinary hours of work</p> <p>8.1 Ordinary hours of work</p> <p>The ordinary hours of work will be no more than an average of 38 hours per week to be worked over 152 hours within a work cycle not exceeding 28 days and not exceeding 10 hours in any one day.</p> <p>8.2 Spread of hours</p> <p>Except in relation to an employee engaged and paid to work their ordinary hours in accordance with clause 15—Penalty rates for ordinary hours of work, ordinary hours are worked between 6.00 am and 8.00 pm, Monday to Friday.</p>
<p>21.3 Flexible hours—accrued days off option</p> <p>(a) Accrued days/time off</p> <p>An employer may offer and an employee may agree to accept to work their ordinary hours, in accordance with the following arrangements:</p> <p>(i) Within each workplace there will be a written roster which provides full-time employees with at least two weeks’ notice of the accrued days/time off in accordance with the working hours arrangements under this option.</p> <p>(ii) Except in unforeseen circumstances, in any workplace where more than one employee is employed, accrued days/time off will be rostered in such a manner that the service will not be closed on any weekday on which the service would normally be open.</p>	<p>8.3 Flexible hours—accrued days off option</p> <p>(a) Accrued days/time off</p> <p>An employer may offer and an employee may agree to work their ordinary hours, in accordance with the following arrangements:</p> <p>(i) Within each workplace there will be a written roster which provides full-time employees with at least two weeks’ notice of the accrued days/time off in accordance with the working hours arrangements under this option.</p> <p>(ii) Except in unforeseen circumstances, in any workplace where more than one employee is employed, accrued days/time off will be rostered in such a manner that the service will not be closed on any weekday on which the service would normally be open.</p> <p>(iii) Accrued days/time off will be taken in accordance with the</p>

<p>(iii) Accrued days/time off will be taken in accordance with the roster. However, on the initiative of either the employer or the employee, and by agreement between the employer and the employee, or in exceptional or emergency situations, such time off may be deferred, in which case it must be taken off as soon as possible thereafter.</p> <p>(iv) Where possible, an accrued day off will be taken in conjunction with normal weekend days off.</p> <p>(b) Accrued days off falling on public holidays</p> <p>Where an employee’s accrued day off falls on a public holiday, another day will be determined by mutual agreement of the employee and the employer to be taken instead, such day to be taken within the same or next four weekly work cycle.</p>	<p>roster. However, on the initiative of either the employer or the employee, and by agreement between the employer and the employee, or in exceptional or emergency situations, such time off may be deferred, in which case it must be taken off as soon as possible thereafter.</p> <p>(iv) Where possible, an accrued day off will be taken in conjunction with normal weekend days off.</p> <p>(b) Accrued days off falling on public holidays</p> <p>Where an employee’s accrued day off falls on a public holiday, another day will be determined by mutual agreement of the employee and the employer to be taken instead. This must be taken within the same or next four weekly work cycle.</p>
<p>21.4 Hours of work—flexible working hours option</p> <p>(a) Flexible working hours option—limitations</p> <p>Notwithstanding the provisions of clause 21—Ordinary hours of work, an employer may offer and an employee may agree to accept to work flexible working hours (flexitime). Such agreement will be recorded and signed by the employee and employer and filed with the relevant wage and time records.</p> <p>(b) Definitions</p> <p>(i) Flexible working hours (flexitime) means a system which allows employees to set their own patterns of attendance at work subject to the provisions of this award and the requirements of the workplace.</p> <p>(ii) Standard day means seven hours and 36 minutes per day worked in a continuous shift at any time within a designated 12 hour spread of hours, such designated spread being between 6.00 am and 8.00 pm Monday to Friday.</p> <p>(iii) Bandwidth means the spread of any time on any day within which an employee may work as part of a flexible working hours arrangement subject to this award.</p>	<p>8.4 Hours of work—flexible working hours option</p> <p>(a) Flexible working hours option—limitations</p> <p>Notwithstanding the provisions of clause 8—Ordinary hours of work, an employer may offer and an employee may agree to accept to work flexible working hours (flexitime). Such agreement will be recorded and signed by the employee and employer and filed with the relevant wage and time records.</p> <p>(b) Definitions</p> <p>(i) Flexible working hours (flexitime) means a system which allows employees to set their own patterns of attendance at work subject to the provisions of this award and the requirements of the workplace.</p> <p>(ii) Standard day means seven hours and 36 minutes per day worked in a continuous shift at any time within a designated 12 hour spread of hours between 6.00 am and 8.00 pm Monday to Friday.</p> <p>(iii) Bandwidth means the spread of any time on any day within which an employee may work as part of a flexible working hours arrangement subject to this award, and unless otherwise</p>

<p>(iv) Core time means the period during the day when all employees will perform ordinary duty unless absent upon approved leave or core time leave. Unless otherwise agreed in a workplace, core time will be between the hours of 9.30 am and 12 noon as well as between 2.00 pm and 4.30 pm.</p> <p>(v) Core time leave means any approved absence during core time other than approved leave.</p> <p>(vi) Approved leave means any leave of absence other than core time approved by the employer.</p> <p>(vii) Flex credit means the accumulated amount of time worked by an employee in excess of the standard days in the settlement period, including any carry-over, provided that any such time worked as overtime will not be taken into account.</p> <p>(viii) Flex debit means the difference between the sum of the standard days in a settlement period and the aggregate amount of time worked by an employee where the total time worked is less than the sum of the standard days in the settlement period after any necessary adjustment has been made for an absence of approved paid leave and includes any carry over.</p> <p>(ix) Carry over means the aggregate of flex credit or flex debit which an employee has accumulated during a settlement period which, subject to this award, the employee may carry over to the next settlement period.</p> <p>(x) Settlement period means the ordinary working days over which calculations are made to determine flex credit or flex debit carry over and will be a fixed period of 10 working days aligned with the fortnightly pay period operating in the workplace.</p> <p>(c) Under flexible working hour's arrangements, the times of commencement and cessation of duty will be subject to agreement between the employer and the employee.</p> <p>(d) An employee's attendance outside the hours of a standard day will be subject to the availability of work and the approval, which may be general or specific, of the employer.</p>	<p>agreed in a workplace, will commence at 8.00 am and will conclude at 6.00 pm, Monday to Friday.</p> <p>(iv) Core time means the period during the day when all employees will perform ordinary duty unless absent upon approved leave or core time leave. Unless otherwise agreed in a workplace, core time will be between the hours of 9.30 am and 12 noon and between 2.00 pm and 4.30 pm.</p> <p>(v) Core time leave means any approved absence during core time other than approved leave.</p> <p>(vi) Approved leave means any leave of absence other than core time approved by the employer.</p> <p>(vii) Flex credit means the accumulated amount of time worked by an employee in excess of the standard days in the settlement period, including any carry-over, provided that any such time worked as overtime will not be taken into account.</p> <p>(viii) Flex debit means the difference between the sum of the standard days in a settlement period and the aggregate amount of time worked by an employee where the total time worked is less than the sum of the standard days in the settlement period after any necessary adjustment has been made for an absence of approved paid leave and includes any carry over.</p> <p>(ix) Carry over means the aggregate of flex credit or flex debit which an employee has accumulated during a settlement period which, subject to this award, the employee may carry over to the next settlement period.</p> <p>(x) Settlement period means the ordinary working days over which calculations are made to determine flex credit or flex debit carry over and will be a fixed period of 10 working days aligned with the fortnightly pay period operating in the workplace.</p> <p>(c) Under flexitime, the times of commencement and cessation of duty will be subject to agreement between the employer and the employee.</p> <p>(d) An employee's attendance outside the hours of a standard day will be</p>
--	--

<p>(e) Where it is reasonable to do so because an employee has failed to comply with the provisions of flexible working hours (flexitime), an employer may for a specified period require that an employee will revert to working an average 38 hour week prescribed in clause 21.1.</p> <p>(f) Bandwidth</p> <p>Unless otherwise agreed in a workplace, a bandwidth will commence at 8.00 am and will conclude at 6.00 pm.</p> <p>21.5 Nothing in this clause prevents other mutually agreed methods of working flexible hours from applying in accordance with clause 21.1.</p>	<p>subject to the availability of work and the approval, which may be general or specific, of the employer.</p> <p>(e) Where it is reasonable to do so because an employee has failed to comply with the provisions of flexitime, an employer may for a specified period require that an employee will revert to working an average 38 hour week prescribed in clause 8.1.</p> <p>8.5 Nothing in this clause prevents other mutually agreed methods of working flexible hours from applying in accordance with clause 8.1.</p>
<p>22. Breaks</p> <p>22.1 Meal breaks</p> <p>An employee will not work more than five hours without being entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration.</p> <p>22.2 Rest breaks</p> <p>A paid rest period of 10 minutes will be allowed each morning between the time of commencing work and the usual meal interval.</p>	<p>9. Breaks</p> <p>9.1 Unpaid meal breaks</p> <p>An employee will not work more than five hours without being entitled to an unpaid meal break of between 30 and 60 minutes.</p> <p>9.2 Paid rest breaks</p> <p>A paid rest break of 10 minutes will be allowed each morning between the time of commencing work and the usual meal break.</p>
<p>23. Overtime and penalty rates</p> <p>23.1 Entitlement to payment for overtime</p> <p>(a) A full-time employee will be entitled to overtime where the employee works more than 152 hours in any 28 day period or where the employee works outside of the spread of ordinary hours provided for in clause 21—Ordinary hours of work.</p> <p>(b) A part-time employee will be entitled to overtime where they work in excess of their prescribed hours of duty provided that overtime will not be paid where the employer and employee have agreed to a temporary variation of working hours in which case overtime will apply for work in excess of the mutually agreed varied working hours. A part-time employee will be entitled to overtime if they work</p>	<p>Part 5—Penalties and Overtime</p> <p>14. Overtime</p> <p>14.1 Entitlement to payment for overtime</p> <p>(a) Overtime will only be worked with the prior approval of the employer except in emergency situations where prior approval has not been obtained.</p> <p>(b) Full-time employees</p> <p>A full-time employee will be entitled to overtime where the employee works more than 152 hours in any 28 day period or where the employee works outside of the spread of ordinary hours provided for in clause 8.2.</p>

<p>in excess of 38 hours in any one week or greater than 10 hours in any one day .</p> <p>(c) A casual employee will be entitled to overtime if they work in excess of 38 hours in any one week or greater than 10 hours in any one day.</p> <p>(d) Overtime will only be worked with the prior approval of the employer except in emergency situations where prior approval has not been obtained.</p>	<p>(c) Part-time employees</p> <p>(i) A part-time employee will be entitled to overtime where they work in excess of their prescribed hours of duty.</p> <p>(ii) Overtime will not be paid where the employer and employee have agreed to a temporary variation of working hours in which case overtime will apply for work in excess of the mutually agreed varied working hours.</p> <p>(iii) A part-time employee will be entitled to overtime if they work in excess of 38 hours in any one week or greater than 10 hours in any one day.</p> <p>(d) Casual employees</p> <p>A casual employee will be entitled to overtime if they work in excess of 38 hours in any one week or more than 10 hours in any one day.</p>
<p>23.2 Overtime rates</p> <p>(a) An employee who is required to work overtime will be paid at the rate of time and a half for the first two hours of overtime worked and double time thereafter for overtime worked Monday to Saturday.</p> <p>(b) An employee who is required to work overtime will be paid double time for all overtime worked on Sundays.</p> <p>(c) An employee who, with the approval of the employer, works on a public holiday will be paid, in addition to the payment for the public holiday, at the following rates:</p> <p>(i) time and a half for work performed during ordinary hours of work; and/or</p> <p>(ii) double time and a half for work performed outside ordinary hours of work.</p>	<p>14.2 Overtime rates</p> <p>(a) Monday to Saturday</p> <p>An employee who is required to work overtime Monday to Saturday will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after two hours.</p> <p>(b) Sunday</p> <p>An employee who is required to work overtime on a Sunday will be paid at 200% of the minimum hourly rate for all overtime worked.</p> <p>(c) Public holidays</p> <p>An employee who, with the approval of the employer, works on a public holiday will be paid at the following rates:</p> <p>(i) 250% of the minimum hourly rate for work performed during ordinary hours of work; and/or</p> <p>(ii) 350% of the minimum hourly rate for work performed outside ordinary hours of work.</p>

<p>23.3 Time off instead of payment for overtime</p> <p>(a) Where there is agreement between the employer and employee, time off instead of payment for overtime may be taken at the appropriate penalty equivalent.</p> <p>(b) Such agreement may be discontinued by mutual consent of both parties or at the request of one party.</p> <p>(c) By mutual agreement, where an employee has accumulated time off instead of payment for overtime the employee may take the time off in conjunction with annual leave. In such circumstances the time off instead of payment for overtime will not attract the annual leave loading.</p> <p>(d) If accumulated time off instead of payment for overtime has not been taken within two pay periods and there is no agreement in accordance with clause 23.3(a), payment for the overtime worked will be made in the next pay period, unless otherwise agreed between the employer and the employee.</p> <p>(e) Time off instead of payment for overtime will be calculated by converting to time the amount of overtime worked together with the amount in time of the applicable overtime penalty.</p> <p>(f) No employee will be entitled to payment for overtime or to time off instead of payment for overtime for a meal break not taken by the employee unless the employee was the only staff member on duty at the workplace at that time.</p>	<p>14.3 Time off instead of paid overtime</p> <p>(a) Where there is agreement between the employer and employee, time off instead of paid overtime may be taken at the appropriate penalty equivalent.</p> <p>(b) Such agreement may be discontinued by mutual consent of both parties or at the request of one party.</p> <p>(c) By mutual agreement, where an employee has accumulated time off instead of paid overtime the employee may take the time off in conjunction with annual leave. In such circumstances the time off instead of paid overtime will not attract the annual leave loading.</p> <p>(d) If accumulated time off instead of paid overtime has not been taken within two pay periods and there is no agreement in accordance with clause 14.3(a), payment for the overtime worked will be made in the next pay period, unless otherwise agreed between the employer and the employee.</p> <p>(e) Time off instead of paid overtime will be calculated by converting to time the amount of overtime worked together with the amount in time of the applicable overtime penalty.</p> <p>(f) No employee will be entitled to paid overtime or to time off instead of paid overtime for a meal break not taken by the employee unless the employee was the only staff member on duty at the workplace at that time.</p>
<p>23.4 Rest period after overtime</p> <p>(a) When overtime is worked it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between work on successive shifts.</p> <p>(b) An employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement of the next succeeding rostered period of duty that they would not have at least 10 consecutive hours off duty between those times, will, subject to this subclause, be released after completion of such overtime until they have had 10 consecutive</p>	<p>14.4 Rest period after overtime</p> <p>(a) When overtime is worked it will, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between work on successive shifts.</p> <p>(b) An employee who, because of overtime worked after the end of their rostered ordinary hours, does not receive 10 hours off work between the end of the overtime and the start of their next rostered period of ordinary hours, must:</p> <p>(i) be released from work, after the end of the overtime, until they</p>

<p>hours off duty without loss of pay for rostered ordinary hours occurring during such absence.</p> <p>(c) If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty they will be paid at the rate of double time until released from duty for such rest period and 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>have had at least 10 consecutive hours off work without loss of pay for ordinary hours; or</p> <p>(ii) if instructed by the employer to resume work, be paid at 200% of the minimum hourly rate until they are released from work for 10 consecutive hours, without loss of pay for ordinary hours.</p>
<p>23.5 Recall to work overtime</p> <p>(a) An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) will be paid for a minimum of four hours’ work at the appropriate rate for each time they are recalled or be granted equivalent time off instead of payment for overtime in accordance with clause 23.3.</p> <p>(b) Except, in the case of unforeseen circumstances, the employee will not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.</p> <p>23.6 Penalty rates for ordinary hours of work</p> <p>(a) An employee will receive the following payment for working any of their ordinary hours outside the normal spread of hours provided in clause 21.2:</p> <p>(i) a loading of 20% on their ordinary rate of pay for work performed between 8.00 pm and midnight Monday to Friday inclusive;</p> <p>(ii) a loading of 35% on their ordinary rate of pay for work performed between the hours of midnight and 6.00 am from Sunday to Friday inclusive;</p> <p>(iii) a loading of 75% on their ordinary rate of pay for work performed between midnight Friday and midnight Saturday; and</p> <p>(iv) a loading of 100% on their ordinary rate of pay for work performed between midnight Saturday and midnight Sunday.</p>	<p>14.5 Recall to work overtime</p> <p>(a) An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) will be paid for a minimum of four hours’ work at the appropriate rate for each time they are recalled or be granted equivalent time off instead of payment for overtime in accordance with clause 14.3.</p> <p>(b) Except in the case of unforeseen circumstances, the employee will not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.</p> <p>15. Penalty rates</p> <p>15.1 An employee will receive the following payment for working any of their ordinary hours outside the normal spread of hours provided in clause 8.2:</p> <p>(a) 120% of the minimum hourly rate for work performed between 8.00 pm and midnight Monday to Friday inclusive;</p> <p>(b) 135% of the minimum hourly rate for work performed between the hours of midnight and 6.00 am from Sunday to Friday inclusive;</p> <p>(c) 175% of the minimum hourly rate for work performed between midnight Friday and midnight Saturday; and</p> <p>(d) 200% of the minimum hourly rate for work performed between midnight Saturday and midnight Sunday.</p>

<p>(b) An employee will be rostered so as to provide two consecutive days off in any seven day period.</p> <p>(c) An employee required to work between midnight Saturday and midnight Sunday as part of their ordinary hours of duty will be provided with a minimum of two hours ordinary time on each occasion so engaged.</p> <p>(d) By mutual agreement, employees who work between midnight Saturday and midnight Sunday may take the equivalent time off instead of payment of the loading.</p> <p>(e) The loadings payable in clause 23.6(a) will be in substitution of and not cumulative on overtime and time off instead of payment for overtime as provided for in clauses 23.1 and 23.3.</p>	<p>15.2 An employee will be rostered so as to provide two consecutive days off in any seven day period.</p> <p>15.3 An employee required to work on Sunday as part of their ordinary hours of duty will be provided with a minimum of two hours ordinary time on each occasion so engaged.</p> <p>15.4 By mutual agreement, employees who work on Sunday may take the equivalent time off instead of payment of the loading.</p> <p>15.5 The loadings payable in clause 15.1 will be in substitution of and not cumulative on overtime and time off instead of paid overtime as provided for in clauses 14.2 and 14.3.</p>
<p>24. Higher duties</p> <p>An employee who is called upon by the employer to perform the duties of another employee in a higher classification for five consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification. Where the minimum rate of the higher classification is the same as the relieving employee’s current rate, the relieving employee will be paid at the higher classification at the first pay point above their current rate.</p>	<p>10.2 Higher duties</p> <p>(a) An employee who is required by the employer to perform the duties of another employee in a higher classification for five consecutive working days or more will be paid for the entire period at a rate not less than the minimum rate prescribed for the higher classification.</p> <p>(b) Where the minimum rate of the higher classification is the same as the relieving employee’s current rate, the relieving employee will be paid at the higher classification at the first pay point above their current rate.</p>
<p>Part 6—Leave and Public Holidays</p> <p>25. Annual leave</p> <p>25.1 Annual leave is provided for in the NES. This clause contains additional provisions.</p> <p>25.2 Annual leave loading</p> <p>In addition to their ordinary pay, an employee will be paid an annual leave loading of 17.5% of their ordinary rate of pay.</p> <p>25.3 Illness or injury during annual leave</p> <p>Where an employee falls ill or suffers an injury while on annual leave and</p>	<p>Part 6—Leave, Public Holidays and Other NES Entitlements</p> <p>16. Annual leave</p> <p>16.1 Annual leave is provided for in the NES. This clause contains additional provisions.</p> <p>16.2 Annual leave loading</p> <p>In addition to their ordinary pay, an employee will be paid an annual leave loading of 17.5% of their ordinary rate of pay.</p> <p>16.3 Illness or injury during annual leave</p> <p>Where an employee falls ill or suffers an injury while on annual leave and</p>

<p>provides to their employer a medical certificate to show that they are or were incapacitated to the extent that they would be unfit to perform their normal duties, the period of certified incapacity will be paid for and debited as personal/carer's leave, subject to the employee having accrued sufficient personal/carer's leave.</p>	<p>provides to their employer a medical certificate to show that they are or were incapacitated to the extent that they would be unfit to perform their normal duties, the period of certified incapacity will be paid for and debited as personal/carer's leave, subject to the employee having accrued sufficient personal/carer's leave.</p>
<p>25.4 Additional annual leave</p> <p>(a) This applies to a full-time or part-time employee stationed in any locality:</p> <p>(i) in Queensland, north of the 21st parallel of south latitude or west of the 144th meridian of east longitude;</p> <p>(ii) in Western Australia, north of the 24th parallel of south latitude and in Carnarvon; and</p> <p>(iii) in the Northern Territory.</p> <p>(b) After each 12 months' continuous service, a full-time or part-time employee is entitled to:</p> <p>(i) for full-time employees, 38 hours annual leave in addition to that prescribed in the NES; or</p> <p>(ii) for part-time employees, one week's annual leave calculated on the basis of the average weekly number of hours worked over the previous twelve months.</p> <p>(c) Clause 25.4 applies until 31 December 2014.</p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>
<p>26. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>17. 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 provision</i></p>	<p>18. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p>27. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>19. Community service leave</p> <p>Community service leave is provided for in the NES.</p>

<p>28. Public holidays</p> <p>28.1 Public holidays are provided for in the NES. This clause contains additional provisions.</p> <p>28.2 Payment for working on a public holiday</p> <p>An employee who works on a public holiday will be paid at the rate of double time and a half of their ordinary rate of pay for all time worked.</p> <p>28.3 Public holiday substitution</p> <p>(a) An employer and the majority of employees may agree to substitute another day for any provided for in the NES.</p> <p>(b) An employer and an individual employee may agree to substitute a public holiday specified in the NES for the National Aboriginal Day of Celebration, without loss of pay, on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement instead of this day being taken as a substituted public holiday it may be taken as an annual leave day or a flexitime day.</p>	<p>20. Public holidays</p> <p>20.1 Public holiday entitlements are provided for in the NES. This clause contains additional provisions.</p> <p>20.2 Payment for working on a public holiday</p> <p>An employee who works on a public holiday will be paid at 250% of the minimum hourly rate for all time worked.</p> <p>20.3 Public holiday substitution</p> <p>(a) An employer and the majority of employees may agree to substitute another day for any provided for in the NES.</p> <p>(b) An employer and an individual employee may agree to substitute a public holiday specified in the NES for the National Aboriginal and Islander Day of Celebration (NAIDOC), without loss of pay, on the day it is celebrated in the state in which the employee is employed. Provided that by mutual agreement instead of this day being taken as a substituted public holiday it may be taken as an annual leave day or a flexitime day.</p>
<p>29. Aboriginal and Torres Strait Islander ceremonial leave</p> <p>29.1 An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year. The employee must be able to establish to the employer that they have an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities in order to be granted such leave without pay for a maximum period of 10 days per year, or for such extension granted by the employer. Such leave will not affect the employee's entitlement to personal/carer's leave and compassionate leave provided by the NES.</p> <p>29.2 Approval of all Aboriginal and Torres Strait Islander ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the work concerned but will not be unreasonably withheld.</p>	<p>21. Aboriginal and Torres Strait Islander ceremonial leave</p> <p>21.1 An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year.</p> <p>21.2 The employee must be able to establish to the employer that they have an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities in order to be granted such leave without pay for a maximum period of 10 days per year, or for such extension granted by the employer.</p> <p>21.3 Such leave will not affect the employee's entitlement to personal/carer's leave and compassionate leave provided by the NES.</p> <p>21.4 Approval of all Aboriginal and Torres Strait Islander ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the work concerned but will not be unreasonably withheld.</p>

<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>
<p>Schedule B—Classification Definitions</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule A—Classification Definitions</p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Hourly Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule C—Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>
<p>Schedule C—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule D—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule D—National Training Wage</p> <p>Appendix D1: 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 E.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p>Link to comparison document</p>
<p>Schedule E—2014 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule F—2015 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>