

The Labour Market Assistance Industry Award—Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
1 March 2019	Incorporates change resulting from PR583023	23.8(a)
	Incorporate change resulting from [2017] FWCFB 3433 not previously incorporated	4.7
	Incorporate changes resulting from PR598110	Schedule G
	Incorporate changes resulting from [2018] FWCFB 1405	18.2(b), 21.1(b)(ii), 21.1(c)(iii), 21.2(c), 29.2, Schedule A
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606425 , PR606577 , PR606630	16, 18, Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609428	22
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700576	11.5, 12
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610265	5, 23, 30, 31, 32
	Incorporates changes resulting from [2018] FWCFB 4735 and PR610133	17
	Incorporates changes resulting from PR701683	Schedule G
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701502	6
	Administrative changes by Modern Awards team	10.3 (deleted), 17
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14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	18
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	Clause 1.5 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR706975	34
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	Clause 1.4 (deleted), C.1.1

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	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707516 , PR707744 , PR709080	16, 18, Schedule B, Schedule C, Schedule D
	Incorporating changes resulting from [2019] FWCFB 5144	28
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712213	7.2, 29.3, Schedule G
	Incorporating changes resulting from [2019] FWCFB 5409	4.4, 4.5, 16, 22.4, 22.5
	Incorporating changes resulting from [2019] FWCFB 6899 , [2019] FWCFB 6935	14.4(b)(viii)
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 9, 10, 10.3, Part 4—, 16, Part 5—, Part 6—, 27, Part 8—, 33, 34, Schedule E—National Training Wage (deleted), Schedule G—Definitions (moved), Schedule G
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 17, 31

EXPOSURE DRAFT

Labour Market Assistance Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Labour Market Assistance Industry Award 2010** (the Labour Market award) as at 18 December 2015 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the Labour Market award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/232](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1** This award is the *Labour Market Assistance Industry Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 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* Clause 2—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.*~~

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

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

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

early work means work performed between the hours of midnight and 6.00 am from Sunday to Friday inclusive

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

labour market assistance industry has the meaning given in clause 4.2.

late work means work performed between 8.00 pm and midnight Monday to Friday inclusive

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

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the [Act](#)

standard rate means the minimum weekly wage for an Administrative assistant—Pay point 2 in clause 16.1

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

Clauses 4.4 and 4.5 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 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.
- 4.2 The **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
- 4.3 The award does not cover employers and employees covered by the *Supported Employment Services Award 20XX*.
- 4.4 This award covers any employer which supplies labour on an on-hire basis in the [labour market assistance](#) industry ~~set out in clauses 4.1 and 4.2~~ in respect of on-hire

employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause Clause 4.4~~ operates subject to the exclusions from coverage in this award.

- 4.5 This award covers employers which provide group training services for trainees engaged in the labour market assistance industry and/or parts of that industry ~~set out at clauses 4.1 and 4.2~~ 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 subclause Clause 4.5~~ operates subject to the exclusions from coverage in this award.
- 4.6 This award does not cover:
- (a) employees excluded from award coverage by the Act;
 - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award, the employer and employee may be covered by an award with occupational coverage.

5. Individual flexibility arrangements

- 5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

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- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does

not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.

- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 32—Dispute resolution.

7. Facilitative provisions

Clause 7.2 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712213](#).

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
10.2	Part-time employment — maximum hours per week	An individual
10.3	Part-time employment — loading	An individual
14.4	Hours of work—flexible working hours option	An individual
21.1(c)(ii)	Entitlement to payment for overtime	An individual

Clause	Provision	Agreement between an employer and:
21.3	Time off instead of payment for overtime	An individual
22.4	Penalty rates	An individual
23.4	Annual leave in advance	An individual
23.5	Cashing out of annual leave	An individual
29.3(b)	Public holiday substitution	A majority of employees An individual
29.3(c) 29.3(b)	Public holiday substitution—NAIDOC day	An individual

Part 2—Types of Employment

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) sessional.

8.2 At the time of engagement, an employer must, for each new employee (except a casual employee), specify:

- (a) an outline of the main duties of the position;
- (b) the employee's regular hours of work and the employee's normal spread of hours for ordinary duty in accordance with clause 14—Ordinary hours of work;
- (c) the employee's classification and rate of pay; and
- (d) the nature of the engagement in accordance with clause 8.1

9. Full-time employees

9.1 A full-time employee is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week.

10. Part-time employees

10.1 A part-time employee is engaged to work:

- (a) less than 38 hours per week or less than an average of 38 hours per week;
- (b) a specified number of regular hours; and
- (c) receives, on a pro-rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.

10.2 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.

10.3 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.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

11.1 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 a full-time, part-time or sessional employee.

11.2 An employee engaged as a casual employee will be engaged for a minimum period of ~~two~~ 2 consecutive hours per engagement.

11.3 Casual loading

- (a) For each hour worked during the spread of ordinary hours in clause 14.2 a casual employee must be paid:
 - (i) the minimum hourly rate; and
 - (ii) a loading of 25% of the minimum hourly rate,for the classification in which they are employed.

11.4 Where a casual employee is employed outside of the ordinary spread of hours provided in clause 14—Ordinary hours of work, the hourly rate (exclusive of the 25% loading) will be increased by the penalty rates provided in clause 21—Overtime.

11.5 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this ~~subclause~~ clause 11.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~ clause 11.5(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 32—Dispute resolution. Under that procedure, the employee or the employer

may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in ~~this~~-clause 11.5, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the days the employee will be required to attend for work and the starting and finishing times for each such day.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~-clause 11.5.
- (o) Nothing in ~~this~~-clause 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this~~-clause 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~-clause 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~-clause 11.5 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~-clause 11.5(q).

12. Sessional employees

- 12.1 An employee may be engaged on a sessional basis to provide training sessions to clients.
- 12.2 A sessional employee will be engaged for a minimum of ~~two~~-2 consecutive hours in any one day.
- 12.3 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.

12.4 In addition, a sessional employee will be paid for preparation and associated non-teaching/training tasks. This payment can be paid by either:

- (a) incorporating a loading of **33.3%** of the minimum hourly rate into the hourly rate, provided that this rate is separately expressed; or
- (b) paying the employee one hour's preparation/associated non-teaching/training tasks for every ~~three~~3 hours' teaching up to a maximum of ~~five~~5 additional hours per week.

12.5 An employer who employs a sessional employee under the terms of clause 12.4(a) will not be obliged to pay the preparation loading in respect of any period involving staff training or staff meetings.

12.6 Upon engagement, in addition to the requirements specified for contracts of employment provided in clause 8.1 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.

12.7 Cancellation provisions

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~~2 weeks' notice of termination or payment instead of notice equivalent to ~~two~~2 weeks' pay (inclusive of preparation loading or preparation time).

13. Classifications

13.1 All employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Definitions.

13.2 Progression

- (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:
 - (i) the employee has demonstrated competency and satisfactory performance over a minimum of 12 months at each pay point within the classification; and
 - (ii) the employee has acquired and satisfactorily used new or enhanced skills if required by the employer.
- (b) Competency and satisfactory performance is deemed to be satisfactory by the employer in accordance with its employment policies and procedures.
- (c) Movement to a higher classification will only occur by way of promotion or reclassification.

13.3 Salary packaging

- (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 16.1—Minimum rates.
- (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.

Part 3—Hours of Work

14. Ordinary hours of work

Clause 14.4(b)(viii) amended in accordance with [\[2019\] FWCFB 6899](#) at [9] and [\[2019\] FWCFB 6935](#).

14.1 Ordinary hours of work

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.

14.2 Spread of hours

Except in relation to an employee engaged and paid to work their ordinary hours in accordance with clause 22—Penalty rates for ordinary hours of work, ordinary hours are worked between 6.00 am and 8.00 pm, Monday to Friday.

14.3 Flexible hours—accrued days off option

(a) Accrued days/time off

An employer may offer and an employee may agree to work their ordinary hours, in accordance with the following arrangements:

- (i) Within each workplace there will be a written roster which provides full-time employees with at least ~~two~~2 weeks' notice of the accrued days/time off in accordance with the working hours arrangements under this option.
- (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.
- (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.
- (iv) Where possible, an accrued day off will be taken in conjunction with normal weekend days off.

(b) Accrued days off falling on public holidays

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~~ 4 weekly work cycle.

14.4 Hours of work—flexible working hours option

(a) Flexible working hours option—limitations

Notwithstanding the provisions of clause 14—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.

(b) Definitions

- (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.
- (ii) Standard day** means ~~seven~~ 7 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.
- (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 agreed in a workplace, will commence at 8.00 am and will conclude at 6.00 pm, Monday to Friday.
- (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.
- (v) Core time leave** means any approved absence during core time other than approved leave.
- (vi) Approved leave** means any leave of absence other than core time approved by the employer.
- (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.
- (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.

~~(ix) 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.~~

~~(x)(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.

~~(xi)(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.

- (c) Under flexitime, the times of commencement and cessation of duty will be subject to agreement between the employer and the employee.
- (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.
- (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 14.1.

14.5 Nothing in ~~this~~ clause 14.4 prevents other mutually agreed methods of working flexible hours from applying in accordance with clause 14.1.

15. Breaks

15.1 Unpaid meal breaks

An employee will not work more than ~~five~~ 5 hours without being entitled to an unpaid meal break of between 30 and 60 minutes.

15.2 Paid rest breaks

A paid rest break of 10 minutes will be allowed each morning between the time of commencing work and the usual meal break.

Part 4—Wages and Allowances

16. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
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Minimum rates table amended in accordance with [2019] FWCFB 5409 at [114].
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16.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

(a) **Administrative assistant rates**

Employee classification	Minimum weekly <u>rate</u> <u>wage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Pay point 1	838.90	22.08
Pay point 2	853.10	22.45
Pay point 3	883.80	23.26
Pay point 4	911.90	24.00

(b) **Administrative officer rates**

Employee classification	Minimum weekly <u>rate</u> <u>wage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Pay point 1	965.80	25.42
Pay point 2	987.50	25.99
Pay point 3	1008.70	26.54
Pay point 4	1036.80	27.28

(c) **Training and placement officer grade 1**

Employee classification	Minimum weekly <u>rate</u> <u>wage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Pay point 1	937.60	24.67
Pay point 2	965.80	25.42
Pay point 3	987.50	25.99

(d) **Training and placement officer grade 2**

Employee classification	Minimum weekly <u>rate</u> <u>wage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Pay point 1	1008.70	26.54
Pay point 2	1036.80	27.28
Pay point 3	1065.00	28.03
Pay point 4	1093.10	28.77
Pay point 5	1118.70	29.44

(e) **Training and placement co-ordinator rates**

Employee classification	Minimum weekly <u>ratewage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Pay point 1	1118.70	29.44
Pay point 2	1147.00	30.18
Pay point 3	1172.80	30.86
Pay point 4	1200.90	31.60

(f) **Manager grade 1**

Employee classification	Minimum weekly <u>ratewage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Pay point 1	1118.70	29.44
Pay point 2	1147.00	30.18
Pay point 3	1172.80	30.86
Pay point 4	1200.90	31.60
Pay point 5	1229.10	32.34
Pay point 6	1257.20	33.08

(g) **Manager grade 2**

Employee classification	Minimum weekly <u>ratewage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Pay point 1	1285.30	33.82
Pay point 2	1313.60	34.57
Pay point 3	1341.80	35.31
Pay point 4	1369.80	36.05
Pay point 5	1398.00	36.79

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

16.2 Higher duties

- (a) An employee who is required by the employer to perform the duties of another employee in a higher classification for ~~five~~5 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.

- (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.

16.3 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.

16.4 National training wage

- (a) Schedule E to the *Miscellaneous Award 20~~10~~XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20~~10~~XX* as at 1 July 201~~9~~8. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20~~10~~XX* is to be read as referring to the *Labour Market Assistance Industry Award 20~~10~~XX* and not the *Miscellaneous Award 20~~10~~XX*.

17. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 17.1 All wages will be paid weekly, fortnightly, ~~four~~4 weekly or monthly by cash, cheque or electronic transfer in accordance with the arrangements determined by the employer and not more than ~~five~~5 days following the end of the pay period.

17.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a)~~ clause 17.2(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: ~~Paragraph (b) Clause~~ 17.2(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 17.2. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

18. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

18.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this clause~~ 18. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

18.2 Wage-related allowances

(a) First aid allowance

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 **\$14.25**.

(b) Excursions exempt public sector superannuation scheme

Where an employee is required to supervise clients in excursion activities involving overnight stays away from home, the employee will be entitled to payment of a sleepover allowance of **\$66.20** for every night. This allowance is paid in addition to the employee's ordinary hourly rate of pay which is inclusive of any penalties or loadings.

18.3 Expense-related allowances

(a) Meal allowance

Employees will be entitled to a meal allowance of **\$15.70** where the employee works:

- (i) overtime in excess of ~~two-2~~ hours on any of the days upon which ordinary hours are worked; or
- (ii) ~~five-5~~ hours or more on a day which is not an ordinary working day.

(b) Vehicle allowance

- (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 18.3(b)(i).

(c) Use of employee's own vehicle

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 use, to pay:

- (i) a registration fee which exceeds the registration fee the employee would otherwise have been required to pay; and
- (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,

the employee is entitled to be reimbursed for the difference between the ~~two~~² amounts.

(d) Travelling expenses

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.

See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances.

19. Accident pay

19.1 For the purpose of ~~this~~₁ clause 19, the following definitions will apply:

- (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).
- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

19.2 Entitlement to accident pay

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.

19.3 Calculation of the period of accident pay

- (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 be cumulative in the assessment of the 39 week period.
- (b) Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:
 - (i) is by the employer other than for reason of the employee's serious and/or wilful misconduct; or
 - (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.
- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

19.4 When not entitled to accident pay

An employee will not be entitled to any payment under ~~this~~-clause_19 in respect of the following.

- (a) Any period of paid annual leave or long service leave, or for any paid public holiday.
- (b) Any injury during the first ~~five~~5 normal working days of incapacity.
- (c) Any incapacity occurring during the first ~~two~~2 weeks of employment unless such incapacity continues beyond the first ~~two~~2 weeks.
- (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.
- (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.
- (f) Where an employee receives a weekly payment under this section 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.

19.5 Return to work

If an employee entitled to accident pay under ~~this~~ clause 19 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.

19.6 Redemptions

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.

19.7 Casual employees

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.

19.8 Other

~~This~~ clause 19 does not operate to diminish an employee's entitlement to compensation payments under the applicable workers' compensation legislation.

20. Superannuation

20.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (b) a superannuation fund or scheme which the employee is a defined benefit member of.

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

21. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

21.1 Entitlement to payment for overtime

(a) Overtime will only be worked with the prior approval of the employer except in emergency situations where prior approval has not been obtained.

(b) Full-time employees

(i) 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 14.2.

(ii) A full-time employee will be entitled to overtime where they work in excess of their prescribed hours of duty.

(c) Part-time employees

(i) A part-time employee will be entitled to overtime where they work in excess of their prescribed hours of duty.

(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.

(iii) A part-time 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.

(d) Casual employees

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.

21.2 Overtime rates

(a) Monday to Saturday

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~~2 hours and **200%** of the minimum hourly rate after ~~two~~2 hours.

(b) Sunday

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.

(c) Public holidays

An employee who, with the approval of the employer, works on a public holiday will be paid at the following rates:

- (i) **250%** of the minimum hourly rate for work performed between 6.00 am and 8.00 pm, and not exceeding 10 hours in one day; or
- (ii) **350%** of the minimum hourly rate for work performed outside the hours in 21.2(c)(i) or in excess of 10 hours in one day.

21.3 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 21.3 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (c)~~ clause 21.3(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.3 will apply for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 21.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.3.

- 21.4** 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.

21.5 Rest period after overtime

- (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.
- (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:
- (i) be released from work, after the end of the overtime, until they have had at least 10 consecutive hours off work without loss of pay for ordinary hours; or
 - (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.

21.6 Recall to work overtime

- (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~~4 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 21.3.
- (b) Except in the case of unforeseen circumstances, the employee will not be required to work the full ~~four~~4 hours if the job they were recalled to perform is completed within a shorter period.

22. Penalty rates

Clauses 22.4 and 22.5 amended in accordance with [\[2019\] FWCFCB 5409](#) at [141] to [145].

- 22.1** An employee will receive the following payment for working any of their ordinary hours outside the normal spread of hours provided in clause 14.2:

- (a) **120%** of the minimum hourly rate for work performed between 8.00 pm and midnight Monday to Friday inclusive;

- (b) 135% of the minimum hourly rate for work performed between the hours of midnight and 6.00 am from Sunday to Friday inclusive;
- (c) 175% of the minimum hourly rate for work performed between midnight Friday and midnight Saturday; and
- (d) 200% of the minimum hourly rate for work performed between midnight Saturday and midnight Sunday.

- 22.2 An employee will be rostered so as to provide ~~two-2~~ consecutive days off in any ~~seven-7~~ day period.
- 22.3 An employee required to work on Sunday as part of their ordinary hours of duty will be provided with a minimum of ~~two-2~~ hours ordinary time on each occasion so engaged.
- 22.4 By mutual agreement, employees who work on Sunday may take the equivalent time off instead of payment of the ~~loadingpenalty rate~~.
- 22.5 The ~~loadingspenalty rates~~ payable in clause 22.1 will be in substitution of and not cumulative on overtime and time off instead of paid overtime as provided for in clauses 21.2 and 21.3.

Part 6—Leave and Public Holidays

23. Annual leave

- 23.1 Annual leave is provided for in the [NES](#). ~~This eClause_23~~ contains additional provisions.

23.2 Annual leave loading

In addition to their ordinary pay, an employee will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

23.3 Illness or injury during annual leave

Where an employee falls ill or suffers an injury while on annual leave and 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.

23.4 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 23.4 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 23.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 23.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 23.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 23.5 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.5.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.5.

NOTE 3: An example of the type of agreement required by clause 23.5 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.

23.6 Excessive leave accruals: general provision

NOTE: Clauses 23.6 to 23.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 23.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

23.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.6(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a)~~ clause 23.7(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 23.7(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 23.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 23.7(d) may result in the direction ceasing to have effect. See clause 23.7(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

23.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 23.8(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 23.7(a) that, when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 23.8(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 23.8(a) more than 4 weeks' paid annual leave in any period of 12 months.

- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 23.8(a).

24. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

25. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

26. Community service leave

Community service leave is provided for in the [NES](#).

27. Aboriginal and Torres Strait Islander ceremonial leave

27.1 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.

27.2 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.

27.3 Such leave will not affect the employee's entitlement to personal/carer's leave and compassionate leave provided by the [NES](#).

27.4 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.

28. Unpaid family and domestic violence leave

Clause 28 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

29. Public holidays

Clause 29.3 amended in accordance with [\[2019\] FWCFCB 5145](#) at [50] and [PR712213](#).

29.1 Public holiday entitlements are provided for in the [NES](#). ~~This clause 29~~ contains additional provisions.

29.2 Payment for working on a public holiday

Payment for working on a public holiday is provided for in clause 21.2(c).

29.3 Public holiday substitution

~~(a) An employer and the majority of employees may agree to substitute another day for any provided for in the NES.~~

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

~~(c)~~(c) 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.

29.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule G—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

30. Consultation about major workplace change

30.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

30.2 For the purposes of the discussion under clause 30.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

30.3 Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

30.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 30.1(b).

30.5 In clause 30 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

30.6 Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.

31. Consultation about changes to rosters or hours of work

31.1 Clause 31 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

31.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

31.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 31.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

31.4 The employer must consider any views given under clause 31.3(b).

31.5 Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

32. Dispute resolution

32.1 Clause 32 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

32.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

32.3 If the dispute is not resolved through discussion as mentioned in clause 32.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

32.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 32.2 and 32.3, a party to the dispute may refer it to the Fair Work Commission.

32.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

32.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

32.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 32.

32.8 While procedures are being followed under clause 32 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

32.9 Clause 32.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

33. Termination of employment

NOTE: the [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

33.1 Notice of termination by an employee

- (a) Clause 33.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 33.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 33.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 33.1(b), then no deduction can be made under clause 33.1(d).
- (f) Any deduction made under clause 33.1(d) must not be unreasonable in the circumstances.

33.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- (b) The time off under clause 33.2 is to be taken at times that are convenient to the employee after consultation with the employer.

34. Redundancy

Clause 34 substituted in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706975](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

34.1 Transfer to lower paid duties on redundancy

- (a) Clause 34.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 34.1(c).
- (c) If the employer acts as mentioned in clause 34.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

34.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 34 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

34.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

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- (b) If an employee is allowed time off without loss of pay of more than one day under clause 34.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 34.3(b).
- (d) An employee who fails to produce proof when required under clause 34.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 33.2.

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Schedule A—Classification Definitions

A.1 Administrative assistant

A.1.1 Administrative assistant means a person engaged to perform a range of clearly defined administrative, including financial and clerical duties, under direct supervision. The duties will be clearly defined. Once familiar with the workplace, an Administrative assistant may be expected to exercise limited discretion and solve minor problems arising in the course of their duties and within clearly defined procedures, guidelines and policies of the service. Employment services and assistance will be readily available.

A.1.2 Requirements

- (a) A person employed as an Administrative assistant will be able to:
 - (i) satisfactorily perform a range of routine general office duties of a clerical and/or support nature including, but not limited to, filing and the maintenance of existing records systems;
 - (ii) perform general reception and telephonist duties including the accurate provision of information;
 - (iii) demonstrate proficiency in the straightforward operation of keyboard equipment including data input and basic word processing; and
 - (iv) demonstrate proficiency in the use of available office technology.
- (b) With experience, an Administrative assistant will be able to perform program support and/or more complex administrative duties including, but not limited to, petty cash control, ordering and invoicing under the direction of their supervisor. Such an employee may also provide limited direct support to clients of the service undertaking self-paced instructional packages and/or limited pre-employment activities and services which do not require a level of skill and/or responsibility more properly exercised by a more senior employee. Such duties may also include provision of assistance to more senior employees in client selection and referral activities, and preparation and maintenance of client records under supervision.
 - (i) An Administrative assistant performing these duties will receive payment at no less than Pay point 2 within this classification.
- (c) An Administrative assistant will not be required to supervise other staff or volunteers.
- (d) Formal qualifications are not normally required, but where a Certificate 3 or equivalent qualification is required, the entry point is Pay point 4 within this classification.

A.2 Administrative officer

A.2.1 Administrative officer means a person engaged to perform and be responsible to the Manager of a service for a range of administrative duties and including, but not limited to financial, accounting and clerical duties ranging from the simple to the complex, for office management and for supervision of other administrative and support employees including trainees. In keeping with the nature of client services offered by the employer, an Administrative officer will also liaise from time to time with clients of the service and other service providers.

A.2.2 Requirements

A person employed as an Administrative officer will, in addition to any of the duties of an Administrative assistant, be able to:

- (a) set up and administer a bookkeeping and/or accounting system including a chart of accounts for the organisation and each of its programs and services;
- (b) produce a range of accurate and timely financial reports, which clearly reflect the financial position of the organisation and each of its programs and services and which will enable cross-program financial management, including:
 - (i) profit and loss statements; and
 - (ii) cash flow analysis reports;
- (c) under the direction of the Manager, assist in the preparation of budgets for the organisation or for individual programs and services;
- (d) supervise and provide necessary office-based training to administrative or other support employees;
- (e) operate purchasing, inventory, asset control, payroll and other administrative procedures;
- (f) set up and maintain a full range of personnel, client data base and other management and administrative records required by the employer;
- (g) be computer literate and demonstrate expertise in the use of financial and other software packages; and
- (h) set up and maintain statistical information systems.

A.3 Employment services officer grade 1

A.3.1 Employment services officer grade 1 means a person engaged to deliver training or placement support where the employee exercises a lower range of skills and responsibilities than an employee classified as an Employment services officer grade 2. A person engaged to perform training duties under a formal training program would be limited to one vocational area of training at this level.

- (a) A person engaged to perform training duties as part of placement support will not be limited to one vocational area but will operate within clearly defined

guidelines under the direction of the Manager or another more senior employee.

- (b) An employee who undertakes training or placement support duties and performs a wider range of duties than the following will be classified as an Employment services officer grade 2 and not as an Employment services officer grade 1.

A.3.2 Requirements

- (a) In respect of an employee engaged primarily to deliver training to clients of the service, the employee may be expected to perform the following duties:
 - (i) participate in the client selection and assessment of client needs or suitability for the area in which they provide employment services or placement support;
 - (ii) assist in following up client outcomes for their area of employment services or placement support;
 - (iii) liaise with employers to organise work experience, work placement and industry support in their area of employment services or placement support; and
 - (iv) undertake necessary planning and evaluation under supervision.
- (b) In respect of an employee engaged primarily to provide placement support to clients of the service, the employee may be expected to provide on-the-job training, placement and support to clients according to the individual client service program under the direction of a more senior employee. While the employee may assist a more senior officer to carry out client selection, assessment and/or preparation of individual client service programs, they would not exercise sole or principal responsibility for such functions.
- (c) An employee classified as an Administrative assistant who temporarily performs duties at the Employment services officer grade 1 level will be paid a higher duties allowance equivalent to the difference between their ordinary rate of pay and the rate of pay of an Employment services officer grade 1 Pay point 1 for any day in which all or a substantial part of the functions of an Employment services officer grade 1 are performed.
- (d) To assist in the facilitation of career advancement of Administrative assistants, employers may structure the job of an Administrative assistant to incorporate some functions of an Employment services officer grade 1 should they wish to design a mixed function job incorporating duties normally performed in both classifications. In such instances, the higher duties allowance provided for in clause 16.2—Higher duties.
- (e) Higher duties will apply in respect to any Administrative assistant who performs a mixed function job.
- (f) Provided that where a substantial part of the mixed function job incorporates the functions of an Employment services officer grade 1 the Administrative

assistant will be re-classified to that classification and be deemed to be an Employment services officer grade 1.

A.4 Employment services officer grade 2

A.4.1 Employment services officer grade 2 means a multi-functioned employee who is engaged to provide direct services to participants in training courses, placement or support services and other programs and activities provided by the employer.

A.4.2 Requirements

- (a) Such employees would be required to assist in the development and administration of programs. This may include arranging and conducting training courses, preparation of training curriculum and plans, client assessment activities, preparation of individual client service programs, the conduct of employment placement and/or support services and other activities. They may exercise some organising functions in respect of sessional employees, Employment services officers grade 1 and/or Administrative assistants. They may be expected to participate in processes:
- (i) to evaluate course and program effectiveness and relevance;
 - (ii) to monitor and review individual client service programs;
 - (iii) to monitor, report and advise on client outcomes; and/or
 - (iv) to carry out case management functions and duties.
- (b) An Employment services officer grade 2 is required to exercise professional judgment within the policy parameters of the employer and may also be required to:
- (i) write reports and assist in the preparation of funding proposals;
 - (ii) liaise with and market to employers, industry and the community;
 - (iii) participate in co-ordination activities with other agencies;
 - (iv) refer clients to appropriate agencies and programs; and
 - (v) carry out client placement activities.
- (c) An employee engaged to conduct job clubs and/or primarily to market services and/or clients to employers would normally be engaged as an Employment services officer grade 2 however the size of the organisation and the level of complexity within their role may see them placed within the Employment services co-ordinator definition and classification. Where a job club leader is responsible for the management and co-ordination of the service they will be engaged in accordance with the Employment services co-ordinator classification.

A.5 Employment services co-ordinator

A.5.1 Employment services co-ordinator means a person engaged to assist the Manager of a larger and more complex service in the management of all or part of the service and whose responsibilities primarily involve management/co-ordination functions.

A.5.2 Requirements

- (a) An Employment services co-ordinator will in all cases report to a senior employee classified at no less than a Manager grade 2.
- (b) Such employees will be required to assist in the management of the service within the policy parameters of the employer and may also be required to develop policy proposals and other reports for consideration by the employer and/or funding authorities. They may also be expected to assist the Manager to develop and implement strategies to ensure community and business support for the service.
- (c) Such employees may be required to co-ordinate the development, implementation and evaluation of programs and/or services of the employer including the preparation of funding proposals and budgets on behalf of the employer and the monitoring of program performance and budgets. They would be expected to exercise a staff leadership role and supervise other employees of the service. This may include the co-ordination of induction of new employees, training and other human resource development strategies and co-ordination of work tasks and responsibilities. They may be expected to represent the employer in dealings with local employers, government and community agencies and in dealings with local media.
- (d) An Employment services co-ordinator may also be expected to deliver training courses for clients of the service or to undertake placement support or other operational duties though these responsibilities would not form the major part of the employee's job.

A.6 Manager grade 1

A.6.1 Manager grade 1 means a person engaged to manage the operations of a small to medium size service or team where the total weekly staffing of the service is less than 285 hours.

A.6.2 Requirements

- (a) A Manager grade 1 may directly exercise delegated management functions of the employer.
- (b) Such employees will be required to manage the service within the policy parameters set by the employer and may be required to develop policy proposals and other reports for consideration by the employer and/or funding authorities. They may also be expected to develop and implement strategies to ensure community and business support for the service.
- (c) Such employees may be required to co-ordinate the development, implementation and evaluation of programs and/or services of the employer

including the preparation of funding proposals and budgets on behalf of the employer and the monitoring of program performance and budgets. They would be expected to exercise a staff leadership role and supervise other employees of the service. This may include the co-ordination of induction of new employees, training and other human resource development strategies and co-ordination of work tasks and responsibilities. They would be expected to represent the employer in dealings with local employers, government and community agencies and in dealings with local media.

- (d) No Manager grade 1 of a service with total weekly staffing of up to and including 190 staffing hours may advance beyond Pay point 4.

A.7 Manager grade 2

A.7.1 Manager grade 2 means:

An employee engaged to manage a single service or multiple projects sponsored by the same employer with total weekly staffing in excess of 285 staffing hours.

A.7.2 Requirements

Functions would generally be similar to a Manager grade 1 except that their position would involve significantly increased responsibility as a result of the size and complexity of the service(s) which they manage. They may also be required to supervise the work of Managers grade 1 and/or Training and placement co-ordinators where such employees are employed by the same employer.

Schedule B—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFB 6935](#)

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

~~NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

B.1 Full-time and part-time employees

B.1.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Late work ¹	Early work ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	100%	120%	135%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
Administrative assistant						
Pay point 1	22.08	26.50	29.81	38.64	44.16	55.20
Pay point 2	22.45	26.94	30.31	39.29	44.90	56.13
Pay point 3	23.26	27.91	31.40	40.71	46.52	58.15
Pay point 4	24.00	28.80	32.40	42.00	48.00	60.00
Administrative officer						
Pay point 1	25.42	30.50	34.32	44.49	50.84	63.55
Pay point 2	25.99	31.19	35.09	45.48	51.98	64.98
Pay point 3	26.54	31.85	35.83	46.45	53.08	66.35
Pay point 4	27.28	32.74	36.83	47.74	54.56	68.20
Training and placement officer grade 1						
Pay point 1	24.67	29.60	33.30	43.17	49.34	61.68
Pay point 2	25.42	30.50	34.32	44.49	50.84	63.55
Pay point 3	25.99	31.19	35.09	45.48	51.98	64.98
Training and placement officer grade 2						

Commented [FWC1]: Minimum weekly rate divided by 38, in cl 16.1.

Commented [FWC2]: Relevant percentage in cl 22.1.

Commented [FWC3]: See cl 21.2(c).

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	Ordinary hours	Late work ¹	Early work ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	100%	120%	135%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
Pay point 1	26.54	31.85	35.83	46.45	53.08	66.35
Pay point 2	27.28	32.74	36.83	47.74	54.56	68.20
Pay point 3	28.03	33.64	37.84	49.05	56.06	70.08
Pay point 4	28.77	34.52	38.84	50.35	57.54	71.93
Pay point 5	29.44	35.33	39.74	51.52	58.88	73.60
Training and placement co-ordinator						
Pay point 1	29.44	35.33	39.74	51.52	58.88	73.60
Pay point 2	30.18	36.22	40.74	52.82	60.36	75.45
Pay point 3	30.86	37.03	41.66	54.01	61.72	77.15
Pay point 4	31.60	37.92	42.66	55.30	63.20	79.00
Manager grade 1						
Pay point 1	29.44	35.33	39.74	51.52	58.88	73.60
Pay point 2	30.18	36.22	40.74	52.82	60.36	75.45
Pay point 3	30.86	37.03	41.66	54.01	61.72	77.15
Pay point 4	31.60	37.92	42.66	55.30	63.20	79.00
Pay point 5	32.34	38.81	43.66	56.60	64.68	80.85
Pay point 6	33.08	39.70	44.66	57.89	66.16	82.70
Manager grade 2						
Pay point 1	33.82	40.58	45.66	59.19	67.64	84.55
Pay point 2	34.57	41.48	46.67	60.50	69.14	86.43
Pay point 3	35.31	42.37	47.67	61.79	70.62	88.28
Pay point 4	36.05	43.26	48.67	63.09	72.10	90.13
Pay point 5	36.79	44.15	49.67	64.38	73.58	91.98

Commented [FWC1]: Minimum weekly rate divided by 38, in cl 16.1.

Commented [FWC2]: Relevant percentage in cl 22.1.

Commented [FWC3]: See cl 21.2(c).

¹ **Late work** means work performed between 8.00 pm and midnight Monday to Friday inclusive

² **Early work** means work performed between the hours of midnight and 6.00 am from Sunday to Friday inclusive

B.1.2 Full-time and part-time employees—overtime rates

	Monday to Saturday		Sunday	Public holiday	
	First two <u>2</u> hours	After two <u>2</u> hours		Within ordinary hours	Outside ordinary hours
	% of minimum hourly rate				
	150%	200%	200%	250%	350%
	\$	\$	\$		\$
Administrative assistant					
Pay point 1	33.12	44.16	44.16	55.20	77.28
Pay point 2	33.68	44.90	44.90	56.13	78.58
Pay point 3	34.89	46.52	46.52	58.15	81.41
Pay point 4	36.00	48.00	48.00	60.00	84.00
Administrative officer					
Pay point 1	38.13	50.84	50.84	63.55	88.97
Pay point 2	38.99	51.98	51.98	64.98	90.97
Pay point 3	39.81	53.08	53.08	66.35	92.89
Pay point 4	40.92	54.56	54.56	68.20	95.48
Training and placement officer grade 1					
Pay point 1	37.01	49.34	49.34	61.68	86.35
Pay point 2	38.13	50.84	50.84	63.55	88.97
Pay point 3	38.99	51.98	51.98	64.98	90.97
Training and placement officer grade 2					
Pay point 1	39.81	53.08	53.08	66.35	92.89
Pay point 2	40.92	54.56	54.56	68.20	95.48
Pay point 3	42.05	56.06	56.06	70.08	98.11
Pay point 4	43.16	57.54	57.54	71.93	100.70
Pay point 5	44.16	58.88	58.88	73.60	103.04
Training and placement co-ordinator					

Commented [FWC4]: Minimum weekly rate divided by 38, in cl 16.1.

Commented [FWC5]: Relevant percentage in cl 21.2.

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	Monday to Saturday		Sunday	Public holiday	
	First two 2 hours	After two 2 hours		Within ordinary hours	Outside ordinary hours
	% of minimum hourly rate				
	150%	200%	200%	250%	350%
	\$	\$	\$		\$
Pay point 1	44.16	58.88	58.88	73.60	103.04
Pay point 2	45.27	60.36	60.36	75.45	105.63
Pay point 3	46.29	61.72	61.72	77.15	108.01
Pay point 4	47.40	63.20	63.20	79.00	110.60
Manager grade 1					
Pay point 1	44.16	58.88	58.88	73.60	103.04
Pay point 2	45.27	60.36	60.36	75.45	105.63
Pay point 3	46.29	61.72	61.72	77.15	108.01
Pay point 4	47.40	63.20	63.20	79.00	110.60
Pay point 5	48.51	64.68	64.68	80.85	113.19
Pay point 6	49.62	66.16	66.16	82.70	115.78
Manager grade 2					
Pay point 1	50.73	67.64	67.64	84.55	118.37
Pay point 2	51.86	69.14	69.14	86.43	121.00
Pay point 3	52.97	70.62	70.62	88.28	123.59
Pay point 4	54.08	72.10	72.10	90.13	126.18
Pay point 5	55.19	73.58	73.58	91.98	128.77

Commented [FWC4]: Minimum weekly rate divided by 38, in cl 16.1.

Commented [FWC5]: Relevant percentage in cl 21.2.

B.2 Casual employees

B.2.1 Casual and sessional employees—ordinary and penalty rates

	Ordinary hours	Late work ¹	Early work ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	145%	160%	200%	225%	275%
	\$	\$	\$	\$	\$	\$
Administrative assistant						
Pay point 1	27.60	32.02	35.33	44.16	49.68	60.72
Pay point 2	28.06	32.55	35.92	44.90	50.51	61.74

Commented [FWC6]: Minimum weekly rate divided by 38, in cl 16.1.

Commented [FWC7]: Minimum hourly rate in cl. 16.1 + 25% casual loading in cl 11.3(a)(ii).

Commented [FWC8]: Relevant percentage in cl 22.1 and cl 21.2(c) + 25% casual loading in cl 11.3(a)(ii).

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	Ordinary hours	Late work ¹	Early work ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	145%	160%	200%	225%	275%
	\$	\$	\$	\$	\$	\$
Pay point 3	29.08	33.73	37.22	46.52	52.34	63.97
Pay point 4	30.00	34.80	38.40	48.00	54.00	66.00
Administrative officer						
Pay point 1	31.78	36.86	40.67	50.84	57.20	69.91
Pay point 2	32.49	37.69	41.58	51.98	58.48	71.47
Pay point 3	33.18	38.48	42.46	53.08	59.72	72.99
Pay point 4	34.10	39.56	43.65	54.56	61.38	75.02
Training and placement officer grade 1						
Pay point 1	30.84	35.77	39.47	49.34	55.51	67.84
Pay point 2	31.78	36.86	40.67	50.84	57.20	69.91
Pay point 3 ³	32.49	37.69	41.58	51.98	58.48	71.47
Training and placement officer grade 2						
Pay point 1	33.18	38.48	42.46	53.08	59.72	72.99
Pay point 2	34.10	39.56	43.65	54.56	61.38	75.02
Pay point 3	35.04	40.64	44.85	56.06	63.07	77.08
Pay point 4	35.96	41.72	46.03	57.54	64.73	79.12
Pay point 5	36.80	42.69	47.10	58.88	66.24	80.96
Training and placement co-ordinator						
Pay point 1	36.80	42.69	47.10	58.88	66.24	80.96
Pay point 2	37.73	43.76	48.29	60.36	67.91	83.00
Pay point 3	38.58	44.75	49.38	61.72	69.44	84.87
Pay point 4	39.50	45.82	50.56	63.20	71.10	86.90
Manager grade 1						
Pay point 1	36.80	42.69	47.10	58.88	66.24	80.96
Pay point 2	37.73	43.76	48.29	60.36	67.91	83.00

Commented [FWC6]: Minimum weekly rate divided by 38, in cl 16.1.

Commented [FWC7]: Minimum hourly rate in cl. 16.1 + 25% casual loading in cl 11.3(a)(ii).

Commented [FWC8]: Relevant percentage in cl 22.1 and cl 21.2(c) + 25% casual loading in cl 11.3(a)(ii).

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	Ordinary hours	Late work ¹	Early work ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	145%	160%	200%	225%	275%
	\$	\$	\$	\$	\$	\$
Pay point 3	38.58	44.75	49.38	61.72	69.44	84.87
Pay point 4	39.50	45.82	50.56	63.20	71.10	86.90
Pay point 5	40.43	46.89	51.74	64.68	72.77	88.94
Pay point 6	41.35	47.97	52.93	66.16	74.43	90.97
Manager grade 2						
Pay point 1	42.28	49.04	54.11	67.64	76.10	93.01
Pay point 2	43.21	50.13	55.31	69.14	77.78	95.07
Pay point 3	44.14	51.20	56.50	70.62	79.45	97.10
Pay point 4	45.06	52.27	57.68	72.10	81.11	99.14
Pay point 5	45.99	53.35	58.86	73.58	82.78	101.17

Commented [FWC6]: Minimum weekly rate divided by 38, in cl 16.1.

Commented [FWC7]: Minimum hourly rate in cl. 16.1 + 25% casual loading in cl 11.3(a)(ii).

Commented [FWC8]: Relevant percentage in cl 22.1 and cl 21.2(c) + 25% casual loading in cl 11.3(a)(ii).

¹ **Late work** means work performed between 8.00 pm and midnight Monday to Friday inclusive.

² **Early work** means work performed between the hours of midnight and 6.00 am from Sunday to Friday inclusive.

³ A **sessional employee** will be at Training and placement officer grade 1 Pay point 3.

Schedule C—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked

See clause ~~16.4(a)~~ 18— Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in ~~Schedule A clause 2~~—Definitions as the minimum weekly wage for an Administrative assistant – Pay point 2 in clause 16—Minimum rates = **\$853.10**.

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance	18.2(a)	1.67	14.25	per week
Excursions— sleepover allowance	18.2(b)	7.76	66.20	per night

C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 18.3:

Allowance	Clause	\$	Payable
Meal allowance—overtime in excess of two-2 hours, or work of five-5 or more hours on non-ordinary working day	18.3(a)(i)	15.70	per occasion
Vehicle allowance	18.3(b)(i)	0.78	per km

C.2.2 Adjustment of expense-related allowances

- (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.
- (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:

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Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

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Schedule D—Supported Wage System

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

D.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

D.2 In this schedule:

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

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

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

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

D.3 Eligibility criteria

D.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

D.4 Supported wage rates

D.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause D.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

D.4.2 Provided that the minimum amount payable must be not less than **\$87** per week.

D.4.3 Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

D.6 Lodgement of SWS wage assessment agreement

D.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule F—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Part-day Public Holidays

Schedule G amended in accordance with [\[2019\] FWCFB 5145](#) at [52] and [PR712213](#).

- G.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- G.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause G.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

G.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

~~G.3~~G.4 This schedule is not intended to detract from or supplement the [NES](#).

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