

# Supported Employment Services Award 2010

NOTE: Transitional provisions may apply to certain clauses – see clause 2

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## Part 1—Application and Operation

### 1. Title

This award is the *Supported Employment Services Award 2010*.

### 2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect.

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, Fair Work Australia may make any order it considers appropriate to remedy the situation.

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

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**employee** means a national system employee as defined in sections [13](#) and [30C](#) of the Act and includes an employee with a disability

**employee with a disability** means a national system employee who qualifies for a disability support pension as set out in sections 94 or 95 of the *Social Security Act 1991* (Cth), or who would be so qualified but for paragraph 94(1)(e) or paragraph 95(1)(c) of that Act

**employer** means a national system employer as defined in sections [14](#) and [30D](#) of the Act and includes a supported employment service

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

**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

**standard rate** means the minimum weekly wage for a Grade 5 (trade qualified) employee in clause 14.2

**supported employment services** means a service as defined in section 7 of the *Disability Services Act 1986* (Cth)

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

- 3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## **4. Coverage**

- 4.1** This industry award covers employers throughout Australia who operate supported employment services and their employees working in the classifications listed in Schedule A—Classifications to the exclusion of any other modern award. The award does not cover employers in respect of other activities that are covered by the awards referred to below or their employees engaged in or in connection with those other activities:

- (a) *Aged Care Award 2010*;
- (b) *Health Professionals and Support Services Award 2010*; or
- (c) *Social, Community, Home Care and Disability Services Industry Award 2010*.

- 4.2** The award does not cover employees who hold executive and management positions not covered by the classification structure contained within this award.

- 4.3** The award does not cover an employee excluded from award coverage by the Act.

- 4.4** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.6** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 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 it is possible that the employer and that employee are covered by an award with occupational coverage.

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## **7. Award flexibility**

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and

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(e) leave loading.

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

**7.3** The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

**7.4** The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, or if the employee is usually represented by a parent or guardian, by the employee's parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

**7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**7.8** The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

**7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation regarding major workplace change

#### 8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### 8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

### 9. Dispute resolution

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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

### **10. Types of employment**

#### **10.1 General**

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

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

**10.2** At the time of engagement an employer will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

#### **10.3 Full-time employees**

For the purpose of this award a full-time employee will be a permanent employee engaged to work an average of 38 ordinary hours per week over a roster cycle.

#### **10.4 Part-time employees**

- (a) A part-time employee is an employee who:
  - (i) works less than full-time hours of 38 per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.

- (b) When determining what is reasonably predictable for an employee with a disability, the nature of the employee's disability and other relevant personal circumstances are to be taken into account.
- (c) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (d) Subject to clause 21.5, all time worked in excess of the hours as mutually arranged will be paid overtime at the rates as prescribed in clause 21— Overtime and penalty rates.
- (e) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (f) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. The employer and the employee may agree from time to time to vary this regular pattern of work, but any variation agreement must be recorded in writing.

#### **10.5 Casual employees**

- (a) A casual employee is an employee engaged as such on an hourly basis other than a part-time or full-time employee.
- (b) A casual employee will be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus an additional loading of 25% of the hourly rate. The casual loading will be instead of any entitlement of annual leave and personal/carer's leave and paid public holidays (not worked). All other payments such as shift penalties, overtime etc will be paid in addition to the loaded rate. The casual loading will also form part of the employee's ordinary rate of pay for the purpose of superannuation.
- (c) On each occasion a casual employee is required to attend work they are entitled to a minimum payment of three hours.

### **11. Termination of employment**

**11.1** Notice of termination is provided for in the NES.

#### **11.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **11.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **12. Redundancy**

**12.1** Redundancy pay is provided for in the NES.

### **12.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **12.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **12.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

### **12.5 Transitional provisions**

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
  - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award or an award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

## Part 4—Minimum Wages and Related Matters

### 13. Classifications

- 13.1 The definitions of the classification levels in clause 14—Minimum wages are contained in Schedule A—Classifications.

### 14. Minimum wages

- 14.1 Upon appointment, an employee will be graded by the employer in one of the grades in Schedule A—Classifications having regard to the employee's skills, experience and qualifications.
- 14.2 Subject to clauses 14.3, 14.4 and 14.5 the following minimum rates of pay will apply for the grades set out below:

Grade	Weekly rate	Hourly rate
	\$	\$
Grade 1	543.80	14.31
Grade 2	560.50	14.75
Grade 3	583.00	15.34
Grade 4	603.90	15.89
Grade 5	637.60	16.78
Grade 6	698.20	18.37
Grade 7	727.50	19.14

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

### 14.3 National training wage

See Schedule B

### 14.4 Wage assessment—employees with a disability

- (a) An employee with a disability will be paid such percentage of the rate of pay of the relevant grade in clause 14.2 as assessed under an approved wage assessment tool chosen by a supported employment service.

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- (b) For the purposes of this clause, an **approved wage assessment tool** means and is limited to:
- (i) the Supported Wage System;
  - (ii) the Business Services Wage Assessment Tool;
  - (iii) the Civic Industries Supported Employees Wage Assessment Tool;
  - (iv) the Elouera Association Wage Assessment Tool;
  - (v) the FWS Wage Assessment Tool;\*
  - (vi) the Greenacres Association Competency Based Wages System;
  - (vii) the Hunter Contracts Wage Assessment Tool;\*
  - (viii) the Phoenix Wage Assessment Tool;\*
  - (ix) the PHT Wage Assessment Tool;
  - (x) the Skillsmaster Wage Assessment Tool;
  - (xi) the Yumaro Wage Assessment Tool;
  - (xii) the Woorinyan Wage Assessment Tool;
  - (xiii) the RVIB Enterprises Wage Assessment Tool;
  - (xiv) the Koomarri Competency Based Wages System;
  - (xv) the Valmar Support Services Wage System;
  - (xvi) the Sunnyfield Association Wage Assessment Tool;
  - (xvii) the New Horizons Wage Assessment Tool;
  - (xviii) the Cumberland Industries Wage Assessment Tool;
  - (xix) the Endeavour Wage Assessment Tool;\*
  - (xx) the Wangarang Industries Wage Assessment Tool;
  - (xxi) the Bedford Employee Wage Assessment Tool;
  - (xxii) the Blue Mountains Employment Services Wage Assessment Tool;\*
  - (xxiii) the Ability Options Wage Assessment Tool;
  - (xxiv) the Blueline Laundry Inc Wage Assessment Tool;
  - (xxv) the Caloola Vocational Services Inc Wage Assessment Tool;
  - (xxvi) the GDP Industries Wage Assessment Tool;
  - (xxvii) the Kurri Contracting Service Wage Assessment Tool;
  - (xxviii) the Mai-Wel Group Wage Assessment Tool;
  - (xxix) the Merriwa Industries Limited Wage Assessment Tool; and

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(xxx) the Waverley Helpmates Wage Assessment Tool.

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

- (c) The Supported Wage System is described in Attachment B to the Australian Industrial Relations Commission Full Bench decision of 3 April 2009 [[2009] AIRCFB 345].
- (d) Wage assessment tools clauses 14.4(b)(i) to (xxii) are described in the Final Report dated 12 April 2006 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.
- (e) Wage assessment tools clauses 14.4(b)(xxiii) to (xxx) are described in the Final Report dated 18 October 2007 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.
- (f) **No decrease—regression of disability**

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

(g) **Review of assessment**

For the purpose of clause 14.4(a):

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

**(h) Documentation of assessment**

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

**14.5 Higher duties**

Employees will be paid at a higher grade if carrying out the duties of a higher grade for two or more hours in any shift. They will be paid at the higher grade for the time so worked. This clause will not apply whilst an employee is carrying out work in a higher grade for training purposes only.

**15. Allowances**

**15.1 Use of vehicle**

An employee required to use their own vehicle during working hours will be paid \$0.74 per kilometre travelled.

**15.2 First aid allowance**

An employee who is appointed by the employer as a first aid officer to render first aid assistance in the workplace and who maintains a current senior first aid qualification from St John Ambulance or similar body will be paid an allowance of 2.03% of the standard rate per week.

**15.3 Meal allowance**

Where an employee is entitled to a meal allowance in accordance with clause 21.4, the employee will be paid \$8.45 per meal.

**15.4 Laundry allowance**

An employee required to perform work determined by the leading hand or supervisor to be of a dirty nature will be paid an allowance of \$0.70 per day unless the employer provides and launders a uniform at no cost to the employee.

**15.5 Special and protective clothing**

Where it is necessary that an employee wear special and/or protective clothing, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where the employer provides the special clothing it will remain the property of the employer.

**15.6 Leading hand allowance**

Leading hands classified at Grade 4 or below are entitled to an all-purpose allowance according to the following table:

<b>In charge of</b>	<b>% of standard rate per week</b>
Not less than 3 employees and not more than 10 employees	4.52
More than 10 employees and not more than 20 employees	6.76

<b>In charge of</b>	<b>% of standard rate per week</b>
More than 20 employees	8.58

**15.7 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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Laundry allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

**16. District allowances**

**16.1 Northern Territory**

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**16.2 Western Australia**

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**16.3 This clause ceases to operate on 31 December 2014.**

## **17. Accident pay**

- 17.1** Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of:
- (a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
  - (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.
- 17.2** The employee's entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.
- 17.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.
- 17.4** This clause ceases to operate on 31 December 2014.

## **18. Payment of wages**

- 18.1** Wages will be paid weekly or fortnightly, or, by agreement between the employer and the majority of employees, monthly.
- 18.2** Payment will be made in cash, by cheque or by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 18.3** Overtime will be paid not later than the pay day next succeeding the week in which the overtime has been worked.
- 18.4** Where an employee is discharged from employment the employee will be paid immediately for all wages, overtime, pro rata payment for annual leave, annual leave loading or any remuneration due. Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.
- 18.5** Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving. Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.
- 18.6** In the event of there being any delay in the making of any payment mentioned in this clause, other than a delay beyond the direct control of the employer, an employee will be paid at ordinary rates for all time the employee is kept waiting. Time kept waiting will be deemed to operate after 6.00 pm on the Friday of each pay week where payment is made by electronic funds transfer.

## 18.7 Composite rates

- (a) As an alternative to an employee's wages being calculated and paid on a weekly or fortnightly basis, agreement may be reached between an employee and the employer that the employee can be paid a composite annual salary which properly remunerates the employee in accordance with the award for work performed over an agreed roster cycle. In such cases the composite annual salary will be calculated to ensure that such salary paid over the year is sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate obligations have been complied with. The employee is entitled to be represented in discussions with the employer by a registered organisation, or by the employee's parent or guardian.
- (b) However, in the event of termination of employment prior to completion of a year, the salary paid during such period of employment, must be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.
- (c) Where payment is adopted in accordance with this clause, the employer must keep a daily record of the hours worked by an employee which must show the date, start and finish times of the employee for the day. This record will be countersigned weekly by the employee (or their parent or guardian) and must be kept at the place of employment for a period of at least seven years.

## 19. Superannuation

### 19.1 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.

### 19.2 Employer contributions

Subject to clause 19.5 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.

### 19.3 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 19.2.

- (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 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

#### **19.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper; or
- (b) 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.

#### **19.5 Employees with disabilities**

Where an employee with a disability is being paid less than \$450 per month in accordance with clause 14.4, contributions for such employees will be either 3% of their ordinary time earnings or \$6.00 per week whichever is the greater.

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

### **20. Ordinary hours of work and rostering**

- 20.1** The ordinary hours of work will be worked in not more than five consecutive shifts of not more than eight hours or, by agreement with the employee, 10 consecutive hours, and will not exceed 38 hours per week or an average of 38 hours per week over an agreed roster cycle.
- 20.2** Subject to clause 21—Overtime and penalty rates, ordinary time will be worked between the hours of 6.00 am and 6.00 pm Monday to Sunday.
- 20.3** Where work is carried out on weekends, payment will be at time and half on Saturdays and double time on Sundays, other than for employees engaged on catering services who will be paid at the rate of time and three quarters on Sunday.
- 20.4** An employee who works their ordinary hours in a shift which finishes after 6.00 pm and at or before 12.00 midnight Monday to Friday, will be paid 15% more than their ordinary rate for the whole shift.

**20.5** By agreement between an employer and an employee, an employee who works their hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00 am Monday to Friday, will be paid for the whole shift 30% more than their ordinary rate.

**20.6** The actual starting and finishing time will be determined by the employer.

**20.7 Meal and tea breaks**

All employees will be allowed at least 30 minutes unpaid lunch break not later than five hours after the commencement of work unless otherwise agreed between the employer and employee. An employee will not be required to work for more than five hours without a meal break of 30 minutes. All employees will receive one paid tea break of 15 minutes in the morning.

**20.8 Rosters**

The employer will notify all permanent employees of their roster upon commencement with the employer. Rosters can only be changed by the employer by giving employees at least seven days' notice, except in the case of emergency where the employer will have the right to alter rosters immediately.

**21. Overtime and penalty rates**

**21.1** Subject to clause 21.7 all time worked outside the ordinary hours of work will be overtime and will be paid for at the rate of time and a half for the first two hours and double time thereafter. Overtime at the rate of double time will be paid for all time worked after 12.00 noon on a Saturday where such time is not part of an employee's ordinary shift and all day Sunday.

**21.2** In computing overtime, each day's work will stand alone.

**21.3** When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

**21.4** An employee working overtime will be provided with a half hour for meal break and a suitable meal or be paid a meal allowance in any of the following circumstances:

(a) when required to work beyond 6.00 pm; or

(b) if overtime continues beyond 10.00 pm.

**21.5** Where an employee's ordinary hours of work are less than 38 per week, by agreement between that employee and the employer, an employee may work and be paid at ordinary time up to two hours beyond their normal finishing time. In any case, an employee will not be required to work more than 10 hours in any one day nor more than 38 hours in any one week without the payment of overtime. For the purposes of this clause **week** means Monday to Friday inclusive.

**21.6** In computing overtime, calculation will be made to the nearest five minutes.

## 21.7 Time off instead of overtime payment

Where an employee has performed duty on overtime, they may be released from duty to take time off instead of receiving a payment for overtime for a period not exceeding the period of overtime actually worked, subject to the following conditions:

- (a) An employee may only be released from duty at the request of the employee and with the agreement of the employer. Such agreement will be in writing and be kept with the time and wage records.
- (b) An employee may not accumulate more than 20 hours to be taken as leave instead of overtime payment and leave will be taken within four weeks of the accrual. Where such leave is not taken in this period it will be paid for at the appropriate overtime rate.
- (c) This provision will only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday, Sunday and public holidays will apply for those days.

## Part 6—Leave and Public Holidays

### 22. Annual leave

#### 22.1 Leave entitlement

- (a) Annual leave is provided for in the NES. It does not apply to casual employees.
- (b) For the purposes of the additional leave provided by the NES, a **shiftworker** is an employee who is regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period).

#### 22.2 Payment for annual leave

- (a) The NES prescribes the basis for payment of annual leave, including payments for untaken leave upon termination of employment.
- (b) In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.

#### 22.3 Requirement to take leave notwithstanding terms of the NES

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where more than eight weeks' leave is accrued.

### 23. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

**24. Community service leave**

Community service leave is provided for in the NES.

**25. Public holidays**

**25.1** Public holidays are provided for in the NES.

**25.2** A full-time or part-time employee who works on a public holiday will be paid at the rate of double time and a half.

**25.3** An employee, other than a casual employee, who works on Christmas Day, New Years Day, or both, will be paid at the appropriate holiday rate as provided in clause 25.2 and if such an employee also works on the substitute day or days, they will be paid at ordinary rates for work on this day or these days.

**25.4** In addition to the benefit conferred by clause 25.2, an employee who works on Christmas Day or New Years Day will either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.

**25.5** Clauses 25.3 and 25.4 override any other provisions of this award with which they are inconsistent.

## Schedule A—Classifications

### A.1 Grade 1

**A.1.1** An employee engaged in this grade will undertake up to 38 hours induction training which may include information on the employer's business, conditions of employment, introduction to supervisors and fellow employees, training and career path opportunities, worksite layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurances.

**A.1.2** An employee at this level performs basic routine duties essentially of a manual nature and to their level of training. Persons at this level exercise minimal judgment and work under direct supervision whilst undergoing structure training to Grade 2.

**A.1.3** Examples of duties at this grade include basic cleaning within a kitchen or food preparation area including cleaning of dishes and utensils, labouring, sorting, packing, labelling, clipping, document preparation and routine basic assembly tasks.

#### A.1.4 Art Union seller

This grade applies to Art Union sellers whose performance is at or near the minimum agreed level.

### A.2 Grade 2

**A.2.1** An employee who has completed at least three months' structured training so as to enable them to perform work within the scope of this level.

**A.2.2** An employee at this level:

- (a) performs work above and beyond the skills of an employee at Grade 1 and to the level of their training;
- (b) works under direct supervision either individually or in a team environment; and
- (c) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults.

**A.2.3** Indicative of the tasks which an employee at this level may perform are the following:

#### (a) Engineering

- repetition work on automatic, semiautomatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- uses selected hand tools;
- rewind machine operator;

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- boiler cleaning; and/or
- uses hand trolleys and pallet trucks.

### (b) **Microfilm**

- document copying;
- microfilm operator basic; and/or
- packaging, labelling and collating.

### (c) **Catering**

- assistance to employees who are cooking and performing delivery tasks;
- removing food plates;
- setting and/or wiping down tables;
- cleaning and tidying of associated areas;
- general clearing duties within a kitchen or food preparation area and scullery; and/or
- assembly and preparation of ingredients for cooking.

### (d) **Leather and canvas goods and sewing**

- repetition sewing work on automatic, semiautomatic or single purpose machines (including basic operation of sewing machines) requiring some discretion with respect to kind, quantity, pressure, temperature or running speed;
- rudimentary marking and hand cutting;
- gluing (making basic eyelets) of small items;
- manufactures components and/or assembles to finished product;
- die cutting using clicking press on canvas material within the scope of this grade; and/or
- sorting, checking and packing.

### (e) **Clerical support**

- clerical or routine office duties including basic typing, checking figures, matching documents, simple calculating, collating, sorting or filing, photocopying and handling of mail; and/or
- cashier and banking functions under direct supervision.

### (f) **Timberwork**

- labouring;
- sorting;

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- packing;
  - undercoat painting; and/or
  - assembly.
- (g) Gardening**
- basic labouring.
- (h) Laundries**
- labouring (manual handling).
- (i) Specialist packaging**
- sorting (manual);
  - labelling;
  - folding;
  - stacking; and/or
  - use of hand trolleys, pallet trucks.
- (j) Printing/Bookbinding**
- labouring;
  - sorting;
  - labelling;
  - packaging;
  - gluing (manual); and/or
  - assembly.
- (k) Foam and plastic**
- reception work on automatic, semiautomatic or single purpose machine or equipment;
  - maintaining records;
  - performing basic test functions, with an ability to measure accurately using gauges and meters;
  - operate hand-operated transport and lifting devices;
  - operate granulating, reclaiming, crumbling and shedding machines;
  - trimming, cutting, gluing, sealing, assembling or wrapping finished goods;
  - operate slitting and/or setting machines;
  - operate automatic and manual press machines;

- repair airbags, belts and cables, fit terminals and cables; and/or
- operate machinery that requires basic set-up skills.

**(l) Art Union seller**

This grade applies to Art Union sellers whose performance during two consecutive Art Unions has met the enhanced performance levels of this grade.

**A.3 Grade 3**

**A.3.1** An employee who has completed relevant training so as to enable the employee to perform work within the scope of this level.

**A.3.2** An employee at this level:

- (a) performs work above and beyond the skills of an employee at Grade 2 and to the level of their training;
- (b) is responsible for the quality of their own work subject to routine supervision;
- (c) works under routine supervision either individually or in a team environment; and
- (d) exercises discretion within their level of skills and training.

**A.3.3** Indicative of the tasks which an employee at this level may perform are the following:

**(a) Engineering**

- operates machinery and equipment requiring the exercise of skills and knowledge beyond that of an employee at Grade 2;
- non-trade engineering skills;
- sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold);
- basic soldering techniques;
- operation of forklifts, roving pendant type overhead cranes and winch operation;
- assists one or more tradespersons;
- third class machinist and/or welding operation, drilling/tapping machine operators; and/or
- rewind machine operators.

**(b) Catering**

- specialised non-cooking duties in a kitchen or food preparation area; and/or
- elementary cooking including finger and take-away food.

**(c) Leather and canvas goods and sewing**

- operates machinery and equipment requiring the exercise of skill, knowledge and judgment in the layout of product beyond that of an employee at Grade 2;
- operates heavy duty and special duty application sewing machines including bias binders;
- ability to perform basic machine setting skills and control adjustments;
- assists one or more tradespersons; and/or
- die cutting using click press on canvas material with discretion, within the scope of this grade.

**(d) Microfilm**

- microfilm camera operator;
- microfilm jacketing; and/or
- dark room operators.

**(e) Clerical support**

- general clerical or office duties within a regular work routine such as typing, operates a switchboard and basic data entry; and/or
- receiving, despatching, documenting and recording of goods.

**(f) Timberwork**

- nail gun work;
- sewing (manual);
- cutting (manual);
- painting; and/or
- more complex assembly.

**(g) Gardening**

- propagation and gardening;
- uses manual gardening tools (including hand held lawn mowers).

**(h) Laundries**

- laundering (other than labouring);
- sealing;
- stamping;
- loading; and/or
- basic machine operation.

**(i) Specialist packaging**

- more complex packaging (including weighing and measuring);
- use of machinery; and/or
- operation of forklifts.

**(j) Printing/bookbinding**

- strapping;
- stores assistant;
- basic machine operation;
- manual guillotine work;
- use of gluing machines;
- more complex assembly; and/or
- skin packaging.

**(k) Foam and plastic**

- operates with flexibility between assembly/process stations;
- basic inventory control in the context of the production process;
- basic keyboard skills;
- operates mixing and milling machines that require set up and operating skills;
- ability to measure accurately using gauges and meters; and/or
- operation of mobile equipment including forklifts, hand trolleys and pallet trucks.

**(l) Cleaning**

- vacuuming and spot cleaning of carpets and soft furnishings;
- sweeping and mopping;
- toilet cleaning;
- rubbish collection; and/or
- cleaning of glass, both internal and external.

**A.4 Grade 4**

- A.4.1** An employee who has completed relevant training so as to enable the employee to perform work within the scope of this level.

**A.4.2** An employee at this level:

- (a) performs work above and beyond the skills of an employee at Grade 3 and to the level of their training;
- (b) works from complex instructions and procedures;
- (c) assists in the provision of on-the-job training to a limited degree;
- (d) coordinates work in a team environment or works individually under general supervision; and
- (e) is responsible for assuring the quality of their own work.

**A.4.3** Indicative of the tasks which an employee at this level may perform are the following:

**(a) Engineering**

- uses precision measuring instruments;
- some machine setting, loading and operation;
- use of tools and equipment within the scope (basic non-trades maintenance);
- general welding to as 1554 standard at basic level;
- second class machinist operators;
- paint line operator;
- basic engineering and fault finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for forklift, engine driving and crane driving operations to a level higher than Grade 3;
- has a knowledge of the employer's operation as it relates to production process;
- lubrication of production machinery equipment; and/or
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainees.

**(b) Catering**

- undertaking general waiting duties of food including cleaning of tables with minimum supervision;
- assist in cookery class demonstrations; and/or
- basic cooking under general supervision.

**(c) Leather and canvas and sewing**

- cutter who has a knowledge of all types of weights of materials made and used in the trades and who is capable of laying out and cutting all types of

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material of work and who can mark out and prepare for the machinery and the finish for the work concerned;

- lays out, cuts, assembles and repairs canvas and related products such as awnings, tents, tarpaulins, horse rugs and caravan annexes;
- lays out full-scale drawings according to blueprints or sketches;
- cuts materials with power cutters;
- die cutting using clicking press (on leather where the employee is required to exercise discretion as to the kind and quality of material cut); and/or
- minor machine maintenance including lubrication of (automatic and semiautomatic) production equipment.

### **(d) Clerical and support**

- clerical duties of audio typing, stenography, complex word processing, spread sheet and basic data processing, desk top publishing, tabulating machine operation, computer operator; and/or
- clerical duties under limited supervision.

### **(e) Timberwork**

- complex painting (i.e. use of machines);
- complex cutting (i.e. use of machines); and/or
- complex sewing (i.e. use of machines).

### **(f) Gardening**

- operates gardening machinery; and/or
- landscape gardening under supervision.

### **(g) Laundries**

- laundering (includes wide knowledge of machine operations, garment sorting and appropriate use of chemicals);
- repair of linen, clothing—general alterations; and/or
- basic tailoring.

### **(h) Specialist packaging**

- ordering;
- despatching; and/or
- inventory/record keeping.

### **(i) Printing/bookbinding**

- low level supervision;

- complex type setting;
- more complex binding;
- block setting;
- compactor operation;
- quality control (basic); and/or
- machine guillotine work.

**(j) Foam and plastic**

- use precision measuring instruments;
- complex machine and die setting, loading, testing and operation;
- intermediate keyboard skills;
- basic engineering and fault finding skills;
- supervise and perform operations and calendar, mixing and milling machines;
- perform and implement quality control functions;
- basic inventory and stores control; and/or
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

**(k) Cleaning**

- ordering and distribution of cleaning stores;
- minor maintenance duties incidental and/or peripheral to cleaning;
- receiving deliveries; and/or
- performing specialist cleaning functions for a greater part of each day or shifts.

**A.5 Grade 5**

**A.5.1** An employee at this level may hold a Trade Certificate or equivalent qualifications and is able to exercise the skills and knowledge of that trade.

**A.5.2** In the absence of formal qualifications and in non-trade areas, relevant experience may be sufficient to enable an employee to work at this grade.

**A.5.3** Indicative skills include the following:

- (a)** understands and applies quality control techniques;
- (b)** exercises good interpersonal and communications skills;
- (c)** exercises discretion within the scope of this grade;

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- (d) performs work under limited supervision either individually or in team environment and assists with the supervision of others;
- (e) operates all lifting equipment incidental to their work;
- (f) performs non-trade tasks incidental to their work;
- (g) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (h) able to inspect products and/or materials for conformity with established operation service standards;
- (i) supervises the work of a section or unit engaged in work of a complex nature; and
- (j) co-ordinates and broadly oversees the work of one or more assistant supervisors at Grade 4.

### A.5.4 Typical duties may include:

(a) **Engineering**

- all relevant trade and associated duties.

(b) **Catering**

- gourmet chef engaged in cooking, baking, pastry cooking or butchering duties; and/or
- specialised catering and cookery demonstrator.

(c) **Leather and canvas and sewing clerical support**

- advanced clerical duties including administration assistance, the supervision of office personnel and the checking of work; and/or
- work under limited supervision, receives limited instructions with little guidance, is regularly required to exercise substantial responsibility and independent initiative and judgment and possesses a requisite knowledge of office procedures.

(d) **Timberwork**

- tradesperson (e.g. carpenter/furnisher).

(e) **Gardening**

- tradesperson (e.g. horticulturist).

(f) **Laundries**

- trades certificate;
- dry cleaning;

- pressing; and/or
  - tailoring.
- (g) **Specialist packaging**
- complex machinery and computer operations.
- (h) **Printing/bookbinding**
- tradesperson.
- (i) **Foam and plastic**
- approves and passes first off samples and maintains quality of product;
  - works from production, drawings, prints or plans;
  - operates, sets up and adjusts all production machinery in a plant;
  - performs a range of engineering maintenance functions;
  - basic production scheduling and material handling within the scope of the production process;
  - understands and applies computer techniques as they relate to production process operations;
  - high level stores and inventory responsibility; and/or
  - has sound knowledge of employer's operations as it relates to the production process.
- (j) **Cleaning**
- dealing with owners and tenants responsible, with respect to the proper cleaning and servicing of building;
  - handling routine personnel, industrial relations and health and safety matters; and/or
  - directly involved in the provision of on-the-job training.
- (k) **Welfare officers**

Persons engaged at this level as welfare officers will not be required to possess more than the trade certificate or equivalent qualifications and/or experience.

## **A.6 Grade 6**

**A.6.1** An employee who possesses trade qualifications or equivalent experience and skill to be capable of:

- (a) assessing the ability, skill and competence of an employee with a disability to carry out specific work tasks or duties together with being able to design, develop and provide individual instructions and training for an employee with a disability as required to assist the employee with a disability in attaining their identified vocational goals;

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- (b) performing specialist tasks and is fully competent in their work, requires general supervision and little direct guidance in the performance thereof, exercises substantial responsibility and independent initiative and judgment with a requisite knowledge of their specific field and of the employer's business;
- (c) supervising the work of a section or unit engaged in work of a complex nature where trade skills or equivalent are required; and
- (d) co-ordinating and broadly overseeing the work of one or more supervisors who are engaged at a lower level

### A.6.2 Positions typically considered Grade 6 include:

- training/instructor;
- purchasing officer;
- developing officer;
- marketing officer;
- commis chef;
- supervisor/welfare support staff; and/or
- senior supervisor

## A.7 Grade 7

**A.7.1** An employee who is responsible for the work of other employees. Such an employee will hold a trades certificate or equivalent qualification, experience and skill level and have completed formal training in personnel supervision.

**A.7.2** Employees graded at this level may be expected to:

- organise, motivate and control subordinate staff;
- understand and apply quality control techniques;
- exercise good interpersonal and communication skills; and/or
- capable of operating all equipment used by subordinates.

**A.7.3** Positions typically considered to be at the Grade 7 level include:

- senior supervisors—in charge of large and/or complex sections/units; and/or
- senior training officers.

## Schedule B—National Training Wage

### B.1 Title

This is the *National Training Wage Schedule*.

### B.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **B.3 Coverage**

- B.3.1** Subject to clauses B.3.2 to B.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix B1 to this schedule or by clause B.3.4 of this schedule.
- B.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix B1 to this schedule.
- B.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- B.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- B.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- B.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **B.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

- B.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- B.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**B.5 Minimum Wages****B.5.1 Minimum wages for full-time traineeships****(a) Wage Level A**

Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	245.00	270.00	323.00
Plus 1 year out of school	270.00	323.00	375.00
Plus 2 years out of school	323.00	375.00	437.00
Plus 3 years out of school	375.00	437.00	500.00
Plus 4 years out of school	437.00	500.00	
Plus 5 or more years out of school	500.00		

**(b) Wage Level B**

Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix B1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	245.00	270.00	313.00
Plus 1 year out of school	270.00	313.00	360.00
Plus 2 years out of school	313.00	360.00	423.00
Plus 3 years out of school	360.00	423.00	482.00
Plus 4 years out of school	423.00	482.00	
Plus 5 or more years out of school	482.00		

**(c) Wage Level C**

Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix B1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	245.00	270.00	312.00
Plus 1 year out of school	270.00	312.00	351.00
Plus 2 years out of school	312.00	351.00	392.00
Plus 3 years out of school	351.00	392.00	437.00
Plus 4 years out of school	392.00	437.00	
Plus 5 or more years out of school	437.00		

**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause B.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	519.00	539.00
Wage Level B	500.00	519.00
Wage Level C	454.00	471.00

**B.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B1 are:

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	8.06	8.88	10.63
Plus 1 year out of school	8.88	10.63	12.34
Plus 2 years out of school	10.63	12.34	14.38
Plus 3 years out of school	12.34	14.38	16.45
Plus 4 years out of school	14.38	16.45	
Plus 5 or more years out of school	16.45		

**(b) Wage Level B**

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix B1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	8.06	8.88	10.30
Plus 1 year out of school	8.88	10.30	11.84
Plus 2 years out of school	10.30	11.84	13.91
Plus 3 years out of school	11.84	13.91	15.86
Plus 4 years out of school	13.91	15.86	
Plus 5 or more years out of school	15.86		

**(c) Wage Level C**

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix B1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	8.06	8.88	10.26
Plus 1 year out of school	8.88	10.26	11.55
Plus 2 years out of school	10.26	11.55	12.89
Plus 3 years out of school	11.55	12.89	14.38

	Highest year of schooling completed		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
Plus 4 years out of school	12.89	14.38	
Plus 5 or more years out of school	14.38		

**(d) School-based traineeships**

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix B1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower per hour \$	Year 12 per hour \$
8.06	8.88

**(e) AQF Certificate Level IV traineeships**

- (i) Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship per hour \$	Second and subsequent years of traineeship per hour \$
Wage Level A	17.07	17.73
Wage Level B	16.45	17.07
Wage Level C	14.93	15.49

**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses B.5.2(a)–(e) of this

schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses B.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses B.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **B.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **B.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix B1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **B.6 Employment conditions**

- B.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- B.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- B.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- B.6.4** Subject to clause B.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## Appendix B1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

### B1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**B1.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II

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<b>Training package</b>	<b>AQF certificate level</b>
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

**B1.3 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III