

PAY AND CONDITIONS GUIDE

Labour Market Assistance Industry Award 2010 [MA000099] (‘modern award’)

replacing terms and conditions in or derived from

Community Employment, Training and Support Services Award 1999 [AP772299] (‘pre-modern award’)

(ACT, NSW, NT, QLD, SA, TAS, VIC, WA)

Effective from 01 July 2013.

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Background

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

Transitional arrangements

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to ‘transition’ employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the ‘phasing in’ of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2013. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia’s annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

Transitional arrangements for Division 2B State awards

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

Who should use the guide?

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

A guide that has an AP (Pre-reform award) code typically applies to employees employed by a constitutional corporation. Usually these are companies that engage in trading or financial activities. Private companies are often identified by the 'Pty Ltd' in their name. It applies to employers in those categories who were bound by the award immediately prior to 01 January 2010.

A guide that has an AN (Notional agreement preserving State awards) code also typically applies to employees employed by a constitutional corporation. However, unlike pre-reform awards these are notional federal agreements that were created on 27 March 2006. Generally, they preserved the terms and conditions of employment (not including wage rates) in state awards and/or state legislation that applied immediately before 27 March 2006 to employees of constitutional corporations in NSW, QLD, SA, WA and TAS where State award/laws applied to those employers prior to 27 March 2006.

A guide that has an AT code typically applies to employees employed by non-constitutional corporations immediately before 27 March 2007 where the employer was bound by a Federal award. These will be sole traders, partnerships, other unincorporated entities or non-trading/financial corporations.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

What if an agreement applies to employees covered by the modern award?

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

Coverage

This industry award covers employers in the labour market assistance industry throughout Australia and their employees in the classifications listed in this modern award to the exclusion of any other modern award.

The award does not cover employers and employees covered by the Supported Employment Services Award 2010.

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

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.

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.

This award covers any employer which supplies labour on an on-hire basis in the labour market assistance industry 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.

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.

Wages

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another

pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit www.fairwork.gov.au

Casual employees

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit www.fairwork.gov.au for information about penalty entitlements for casual employees.

*Post 26 March 2006 employer

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

Adult

The rates in this guide are current from the first pay period on or after 01 July 2013 until the final pay period before 01 July 2014 only.

Full & Part Time

Administrative assistant

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Administrative assistant, Level A	\$18.55
Paypoint 2	Administrative assistant, Level B	\$18.86
Paypoint 3	Administrative assistant, Level C	\$19.54
Paypoint 4	Administrative assistant, Level D	\$20.16

Administrative officer

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Administrative officer, Level A	\$21.35
Paypoint 2	Administrative officer, Level B	\$21.83
Paypoint 3	Administrative officer, Level C	\$22.30
Paypoint 4	Administrative officer, Level D	\$22.92

Training and placement officer grade 1

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Training & placement officer, Grade 1, Level A	\$20.72
Paypoint 2	Training & placement officer, Grade 1, Level B	\$21.35
Paypoint 3	Training & placement officer, Grade 1, Level C	\$21.83

Training and placement officer grade 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Training & placement officer, Grade 2, Level A	\$22.30
Paypoint 2	Training & placement officer, Grade 2, Level B	\$22.92
Paypoint 3	Training & placement officer, Grade 2, Level C	\$23.54
Paypoint 4	Training & placement officer, Grade 2, Level D	\$24.16
Paypoint 5	Training & placement officer, Grade 2, Level E	\$24.73

Training and placement co-ordinator

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Training & placement coordinator, Level A	\$24.73
Paypoint 2	Training & placement coordinator, Level B	\$25.35
Paypoint 3	Training & placement coordinator, Level C	\$25.92
Paypoint 4	Training & placement coordinator, Level D	\$26.54

Manager grade 1

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Manager, Grade 1, Level A	\$24.73
Paypoint 2	Manager, Grade 1, Level B	\$25.35
Paypoint 3	Manager, Grade 1, Level C	\$25.92
Paypoint 4	Manager, Grade 1, Level D	\$26.54
Paypoint 5	Manager, Grade 1, Level E	\$27.17
Paypoint 6	Manager, Grade 1, Level F	\$27.79

Manager grade 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Manager, Grade 2, Level A	\$28.41

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 2	Manager, Grade 2, Level B	\$29.03
Paypoint 3	Manager, Grade 2, Level C	\$29.66
Paypoint 4	Manager, Grade 2, Level D	\$30.28
Paypoint 5	Manager, Grade 2, Level E	\$30.90

**Casual
Administrative assistant**

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Administrative assistant, Level A	\$23.18 (25%)
Paypoint 2	Administrative assistant, Level B	\$23.57 (25%)
Paypoint 3	Administrative assistant, Level C	\$24.42 (25%)
Paypoint 4	Administrative assistant, Level D	\$25.20 (25%)

Administrative officer

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Administrative officer, Level A	\$26.69 (25%)
Paypoint 2	Administrative officer, Level B	\$27.28 (25%)
Paypoint 3	Administrative officer, Level C	\$27.87 (25%)
Paypoint 4	Administrative officer, Level D	\$28.65 (25%)

Training and placement officer grade 1

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Training & placement officer, Grade 1, Level A	\$25.90 (25%)
Paypoint 2	Training & placement officer, Grade 1, Level B	\$26.69 (25%)
Paypoint 3	Training & placement officer, Grade 1, Level C	\$27.28 (25%)

Training and placement officer grade 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Training & placement officer, Grade 2, Level A	\$27.87 (25%)
Paypoint 2	Training & placement officer, Grade 2, Level B	\$28.65 (25%)

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 3	Training & placement officer, Grade 2, Level C	\$29.43 (25%)
Paypoint 4	Training & placement officer, Grade 2, Level D	\$30.20 (25%)
Paypoint 5	Training & placement officer, Grade 2, Level E	\$30.91 (25%)

Training and placement co-ordinator

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Training & placement coordinator, Level A	\$30.91 (25%)
Paypoint 2	Training & placement coordinator, Level B	\$31.69 (25%)
Paypoint 3	Training & placement coordinator, Level C	\$32.40 (25%)
Paypoint 4	Training & placement coordinator, Level D	\$33.18 (25%)

Manager grade 1

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Manager, Grade 1, Level A	\$30.91 (25%)
Paypoint 2	Manager, Grade 1, Level B	\$31.69 (25%)
Paypoint 3	Manager, Grade 1, Level C	\$32.40 (25%)
Paypoint 4	Manager, Grade 1, Level D	\$33.18 (25%)
Paypoint 5	Manager, Grade 1, Level E	\$33.96 (25%)
Paypoint 6	Manager, Grade 1, Level F	\$34.73 (25%)

Manager grade 2

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Paypoint 1	Manager, Grade 2, Level A	\$35.51 (25%)
Paypoint 2	Manager, Grade 2, Level B	\$36.29 (25%)
Paypoint 3	Manager, Grade 2, Level C	\$37.07 (25%)
Paypoint 4	Manager, Grade 2, Level D	\$37.85 (25%)
Paypoint 5	Manager, Grade 2, Level E	\$38.63 (25%)

Junior

Junior employees are not covered by this guide for the modern award and pre-modern award.

Apprentice

Apprentice employees are not covered by this guide for the modern award and pre-modern award.

Trainee

This modern award incorporates trainee rates derived from the National Training Wage Schedule (NTW Sch.), as adjusted from time to time.

Supported Wage

Please refer to clause 15 of the modern award.

For detail of the supported wage provisions see the current version of the instrument.

Penalties and Loadings (other than casual or part-time loadings for ordinary hours)

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

Transitional arrangements

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are "equivalent" or not.

- A pre-modern award loading/penalty will be "equivalent" to a modern award entitlement where the loading/penalty applies:
 - for the same purpose (e.g. Saturday penalty);
 - for the same time periods; and
 - in the same way#.
 - #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
 - paid at the same frequency, such as per hour or per shift; and
 - paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee's classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

Equivalent entitlements

If the pre-modern award loading/penalty rate is "equivalent" to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a "transitional percentage". The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

First full pay period on or after	Proportion of transitional percentage
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%

01 July 2014	0%
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3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

Entitlements that are not equivalent

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of pre-modern award loading/ penalty
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

1/01/2014 Modern award penalty	1/07/2010 Penalty rate (phased) (20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010 Pre-modern award penalty	1/07/2010 Penalty rate (phased) (80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

New entitlements

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

1/07/2014	1/07/2010
Modern award penalty	Penalty rate (phased)
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit www.fairwork.gov.au and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.

Allowances

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

All states covered by this instrument Full Time, Part Time, Casual

Clause	Allowance Type	Description	Effective Date	Rate
16.1	Meal allowance	<p>Employees will be entitled to a meal allowance in the following circumstances:</p> <ul style="list-style-type: none"> - where the employee works overtime in excess of two hours on any of the days upon which ordinary hours are worked, or - where the employee works five hours or more on a day which is not an ordinary working day. 	1/07/2013	\$13.8600 per meal
16.2	First aid allowance	<p>An employee who is required by their employer to perform first aid duty at their workplace who holds a current first aid certificate issued by St John Ambulance or the Australian Red Cross Society or equivalent qualification will be paid a first aid allowance per week.</p> <p>(1.67% per week x 38 = 63.46% per hour)</p>	1/07/2013	<p>\$0.3149 per hour.</p> <p>This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.67%)</p>
16.3	Vehicle allowance	Where an employee is required to use their own motor vehicle on the employer's business, the employee is paid a vehicle allowance per kilometre.	1/07/2013	\$0.7600 per kilometre

Clause	Allowance Type	Description	Effective Date	Rate
16.5	Other	<p>Excursions allowance</p> <p>Where an employee is required to supervise clients in excursion activities involving overnight stays away from home, they will be paid at ordinary rates of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Sunday up to a maximum of eight hours per day; and in addition, paid a sleepover allowance for every night spent away from home while on excursions.</p> <p>(7.76% per week x 38 = 294.88% per hour)</p>	1/07/2013	\$55.6004 per night spent away from home while on excursions (294.88%)

Other Conditions

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

Note: The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit www.fairwork.gov.au

All states covered by this instrument

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none"> - arrangements for when work is performed - overtime rates - penalty rates

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> - allowances - leave loading. <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none"> - duty to notify, and - duty to discuss change.
9	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>
10.1	Conditions of employment (Instrument)	<p>May be employed in any one of the following categories:</p> <ul style="list-style-type: none"> - full-time employment; - part-time employment; - casual employment; or - sessional employment. <p>At engagement (except for a casual) an employer must specify:</p> <ul style="list-style-type: none"> - main duties; - employee's regular hours of work and normal spread of ordinary hours of duty in accordance with the award; - employee's classification and rate of pay; and - the nature of the engagement (full time, part time, sessional etc.)
10.3	Part-time conditions (Instrument)	<p>A part-time employee - works a specified number of regular hours being less than 38 hours per week or an average of 38 hours per week.</p> <p>Hours of work may be temporarily varied up to a maximum of 38 hours per week by agreement between the employer and an individual employee.</p> <p>The terms of this award will apply to part-time employees on a pro rata basis.</p>

Clause	Conditions Type	Description
		<p>By mutual agreement between the employer and employee, a part-time employee may be paid a loading of 25% on their hourly rate and not have an entitlement to annual leave, personal/carers' leave or payment for public holidays. Such agreement will not alter the employee's status as a part-time employee.</p>
10.4	Casual conditions (Instrument)	<p>A casual employee is an employee 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.</p> <p>Minimum of two consecutive hours per engagement.</p> <p>Where a casual employee is employed outside of the ordinary spread of hours provided by the award, the hourly rate (exclusive of the 25% loading) will be increased by the penalty rates provided by the award.</p>
10.5	Other (Instrument)	<p>Sessional employment</p> <p>An employee may be engaged on a sessional basis to provide training sessions to clients.</p> <p>Minimum engagement of two consecutive hours in any one day.</p> <p>A sessional employee will be paid the minimum casual hourly rate equivalent to the casual hourly rate of pay for a Training and placement officer grade 1 Pay point 3.</p> <p>In addition, a sessional employee will be paid for preparation and associated non-teaching/training tasks. This payment can be paid by either:</p> <ul style="list-style-type: none"> - incorporating a loading of 33.3% into the hourly rate, provided that this rate is separately expressed; or - paying the employee one hour's preparation/associated non-teaching/training tasks for every three hours' teaching up to a maximum of five additional hours per week. <p>An employer who the 33.33% loading as above will not be obliged to pay the preparation loading in respect of any period involving staff training or staff meetings.</p>

Clause	Conditions Type	Description
		<p>Upon engagement, in addition to the requirements outlined in the 'Conditions of employment' section of 'Other conditions' within this guide, the employer will provide written advice to the employee setting out the particular arrangements for preparation and associated non-teaching/training tasks which will apply in respect of the employee.</p> <p><u>Cancellation provisions</u></p> <p>If a training course is cancelled and the services of a sessional employee engaged for the course are no longer required, two weeks' notice of termination or payment instead of notice equivalent to two weeks' pay (inclusive of preparation loading or preparation time) will be provided.</p>
11.2	Termination of employment - notice of termination by an employee (Instrument)	The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.
11.3	Termination of employment - job search entitlement (Instrument)	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.
12.2	Redundancy - transfer to lower paid duties (Instrument)	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. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
12.3	Redundancy - employee leaving during notice period (Instrument)	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 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
12.4	Redundancy - job search entitlement (Instrument)	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.

Clause	Conditions Type	Description
		<p>If the employee has been allowed paid leave for more than one day, the employee must, by request, 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.</p>
12.5	Redundancy - transitional provisions (Instrument)	<p>An employee is entitled to redundancy pay in accordance with the NAPSA that would have applied immediately prior to 1 January 2010 and that would have entitled the employee to redundancy pay in excess of the employee's entitlement under the NES. This includes employees engaged after 1 January 2010.</p> <p>The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.</p> <p>This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.</p>
13.2	Other (Instrument)	<p>At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a classification if:</p> <ul style="list-style-type: none"> - the employee has demonstrated competency and satisfactory performance over a minimum of 12 months at each pay point within the classification; and - the employee has acquired and satisfactorily used new or enhanced skills if required by the employer. <p>Competency and satisfactory performance is deemed to be satisfactory by the employer in accordance with its employment policies and procedures.</p> <p>Movement to a higher classification will only occur through promotion or reclassification.</p>
13.3	Other (Instrument)	<p>Salary packaging</p> <p>Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this award.</p>

Clause	Conditions Type	Description
16.3	Travelling time (Instrument)	<p>An employee required to travel by means other than their own vehicle for work will be reimbursed all reasonable travelling expenses with reasonable proof of such expenses to be provided.</p> <p>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 the vehicle allowance, as provided in the 'Allowances' section of this guide.</p> <p>Where an employee is required to use their own motor vehicle on the employer's business and, by reason of that use, the employee is required, under the law in force in the State or Territory in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that exceeds the fee that they would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of reimbursement, an amount equal to the amount of the excess.</p> <p>Where an employee is required to use their own motor vehicle on the employer's business and, by reason of that use, the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be paid by way of reimbursement an amount equal to the amount of the excess.</p>
16.4	Away from home/usual place of employment (Instrument)	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.
17.1	District allowance (Instrument)	<p>An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the provisions of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, providing that employee was not bound by an agreement under that Act.</p> <p>This clause ceases to operate on 31 December 2014.</p>
17.2	District allowance (Instrument)	An employee in Western Australia is entitled to payment of a district allowance in accordance with the provisions of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, providing that employee was not bound by an agreement under that Act.

Clause	Conditions Type	Description
		This clause ceases to operate on 31 December 2014.
18	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> - a NAPSA 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 made under the Workplace Relations Act 1996 (Cth) had applied to the employee, and - 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. <p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
19	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> - the employers responsibility to make superannuation contributions to a superannuation fund - the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund - the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.
21	Hours of work (Instrument)	<p>Ordinary hours of work</p> <ul style="list-style-type: none"> - average of 38 hours per week, to be worked over 152 hours within a work cycle not exceeding 28 days - no more than 10 hours in any one day

Clause	Conditions Type	Description
		<p>- Except in relation to an employee engaged and paid to work their ordinary hours in accordance with penalty rates for ordinary hours of work, the ordinary hours of work will be performed between 6.00 am and 8.00 pm Monday to Friday.</p> <p><u>Flexible hours - accrued days off option</u></p> <p>These arrangements apply to full-time employees working in accordance with the working hours option above:</p> <ul style="list-style-type: none"> - A written roster which provides at least two weeks' notice of the accrued days/time off as per above conditions. - Except in unforeseen circumstances, any workplace with more than one employee, will roster accrued days/time off so that the service will not be closed on any weekday they would normally be open on. - Accrued days/time off will be taken in accordance with the roster. However, by agreement between the employer and the employee, or in exceptional or emergency situations, such time off may be deferred by either party, to be taken as soon as possible thereafter. - Where possible, an accrued day off will be taken in conjunction with normal weekend days off. <p>Where an employee's accrued day off falls on a public holiday, by mutual agreement with employer and such employee another day will be taken instead, within the same or next four weekly work cycle.</p> <p>Nothing in this clause prevents other mutually agreed methods of working flexible hours from applying in accordance with ordinary hours of work.</p>
21.4	Hours of work (Instrument)	<p>Flexible working hours option</p> <p>Notwithstanding 'Hours of work' provisions above, an employer may offer and an employee may agree to accept to work flexible working hours (flexitime). Such agreement will be recorded and signed by the employee and employer and filed with the relevant wage and time records.</p> <p><u>Definitions</u></p>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> - Flexible working hours (flexitime) means a system which allows employees to set their own patterns of attendance at work subject to the award provisions and the workplace requirements. - Standard day means 7 hours and 36 minutes per day worked in a continuous shift at any time within a designated 12 hour spread of hours, such designated spread being between 6.00 am and 8.00 pm Monday to Friday. - Bandwidth means the spread of any time on any day an employee may work as part of a flexible working hours arrangement subject to this award. - 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, core time will be between the hours of 9.30 am and 12 noon as well as between 2.00 pm and 4.30 pm. - Core time leave means any approved absence during core time other than approved leave. - Approved leave means any leave of absence other than core time approved by the employer. - 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 overtime will not be taken into account. - 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. - 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. - Settlement period means the ordinary working days over which calculations are made to determine flex credit or flex debit carry over and will be a fixed period of 10 working days aligned with the fortnightly pay period operating in the workplace. <p>The starting and finishing times will be subject to agreement.</p>

Clause	Conditions Type	Description
		<p>An employee's attendance outside the hours of a standard day will be subject to the availability of work and the approval, which may be general or specific, of the employer.</p> <p>Where it is reasonable to do so because an employee has failed to comply with the provisions of flexible working hours (flexitime), an employer may for a specified period require that an employee will revert to working an average 38 hour week prescribed in clause</p> <p><u>Bandwidth</u></p> <p>Unless otherwise agreed in a workplace, a bandwidth will commence at 8.00 am and will conclude at 6.00 pm.</p>
22	Breaks - meal (Instrument)	An employee will not work more than five hours without being entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration.
22.2	Breaks - rest (Instrument)	A paid rest period of 10 minutes will be allowed each morning between the time of commencing work and the usual meal interval.
23.1	Overtime - other (Instrument)	<p>A full-time employee will be paid overtime where working more than 152 hours in any 28 day period or where the employee works outside of the spread of ordinary hours as per award.</p> <p>A part-time employee will be paid overtime where they work in excess of their prescribed hours of duty or if they work in excess of 38 hours in any one week or greater than 10 hours in any one day .</p> <p>However, overtime will not be paid where the employer and employee have agreed to a temporary variation of working hours in which case overtime will apply for work in excess of the mutually agreed varied working hours.</p> <p>A casual employee will be paid overtime if they work more than 38 hours in any one week or greater than 10 hours in any one day.</p> <p>Overtime will only be worked with the prior approval of the employer except in emergency situations where prior approval has not been obtained.</p>

Clause	Conditions Type	Description
23.3	Overtime – time off in lieu (Instrument)	<p>Where there is agreement between the employer and employee, time off instead of payment for overtime may be taken at the appropriate penalty equivalent.</p> <p>This agreement may be ended by mutual consent of both parties or at the request of one party.</p> <p>By mutual agreement, an employee may take the time off in conjunction with annual leave. Annual leave loading will not be paid for this time.</p> <p>If accumulated time off in lieu has not been taken within two pay periods and there is no agreement as per the above provisions, payment for the overtime worked will be made in the next pay period, unless otherwise agreed between the employer and the employee.</p> <p>Time off instead of payment for overtime will be calculated by converting to time the amount of overtime worked together with the amount in time of the applicable overtime penalty.</p> <p>No employee will be entitled to payment for overtime or to time off instead of payment for overtime for a meal break not taken by the employee unless the employee was the only staff member on duty at the workplace at that time.</p>
23.4	Overtime - other (Instrument)	<p>Wherever reasonably practicable, overtime will be so arranged that employees have at least 10 consecutive hours off duty between shifts.</p> <p>An employee who works so much overtime between rostered shifts that they would not have at least 10 consecutive hours off duty, will be released after finishing overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.</p>
23.5	Recall (Instrument)	<p>An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) will be paid for a minimum of four hours’ work at the appropriate rate for each time they are recalled or be granted equivalent time off instead of payment for overtime in accordance with the 'Overtime - time off in lieu' provisions of the 'Other conditions' section of this guide.</p> <p>Except, in the case of unforeseen circumstances, the employee will not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.</p>
23.6	Other	An employee will be rostered so as to provide two consecutive days off in any seven day period.

Clause	Conditions Type	Description
	(Instrument)	By mutual agreement, employees who work between midnight Saturday and midnight Sunday may take the equivalent time off instead of payment of the loading.
23.6	Higher duties (Instrument)	An employee who the employer asks to perform the duties of another employee in a higher classification for five consecutive working days or more will be paid for this period at the higher classification's rate. 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.
25.3	Annual leave loading (Instrument)	In addition to their ordinary pay, an employee will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
25.3	Annual leave (Instrument)	Where an employee falls ill or suffers an injury while on annual leave and provides a medical certificate to show that they are or were incapacitated to the extent that they would be unfit to perform their normal duties, they will be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the annual leave provided that the period is at least five working days' duration. Subject to accrued personal/carer's leave, the period of certified incapacity will be paid for and debited as personal/carer's leave.
25.4	Annual leave (Instrument)	<p>Full-time or part-time employees stationed in any of the below localities:</p> <ul style="list-style-type: none"> - in Queensland, north of the 21st parallel of south latitude or west of the 144th meridian of east longitude; - in Western Australia, north of the 24th parallel of south latitude and in Carnarvon; or - in the Northern Territory. <p>will be entitled to after each 12 months' continuous service:</p> <ul style="list-style-type: none"> - for full-time employees, 38 hours annual leave in addition to that prescribed in the NES; or - for part-time employees, one week's annual leave calculated on the basis of the average weekly number of hours worked over the previous twelve months.

Clause	Conditions Type	Description
		This provision will applies until 31 December 2014.
28.3	Public holidays (Instrument)	<p>An employer and the majority of employees may agree to substitute another day for any provided for in the NES.</p> <p>An employer and an individual employee may agree to substitute a public holiday specified in the NES for the National Aboriginal Day of Celebration, without loss of pay, on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement instead of this day being taken as a substituted public holiday it may be taken as an annual leave day or a flexitime day.</p>
29	Ceremonial leave (Instrument)	<p>An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year. The employee must be able to establish to the employer that they have an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities in order to be granted such leave without pay for a maximum period of 10 days per year, or for such extension granted by the employer. Such leave will not affect the employee's entitlement to personal/ carer's leave and compassionate leave provided by the NES.</p> <p>Approval of all Aboriginal and Torres Strait Islander ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the work concerned but will not be unreasonably withheld.</p>

Frequency of Payment

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

IMPORTANT NOTE: Disclaimer

The Fair Work Ombudsman (FWO) is committed to providing useful, reliable information to help you understand your rights and obligations under workplace laws. The Pay and Conditions Guides are provided for that purpose.

There are factors that may affect the information contained in these Guides. These include:

- changes to pay rates, allowances, penalties or modern award provisions; eg after FWA's annual wage review which takes effect on 1 July each year
- changes to the Fair Work Act or other relevant legislation
- decisions of courts or Fair Work Australia, in particular regarding the effect of provisions in modern awards and pre-modern awards where those differ from the approach taken by the FWO.

The FWO will consider these matters and where appropriate update the Guides.

It is your responsibility to comply with workplace laws and industrial instruments that apply to you.

The information contained in these Pay and Conditions Guides is:

- general in nature and may not deal with all aspects of the law that are relevant to your specific situation; and
- not legal advice.

Therefore you may wish to seek your own independent professional advice to ensure all the factors relevant to your circumstances are properly considered.