

## Employment Services Industry Award 2010

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

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## Part 1—Application and Operation

### 1. Title

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

### 2. Commencement and transitional

2.1 This award commences on 1 January 2010.

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

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

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

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, 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)

**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

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

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

**group training sector** means the provision of group training services and associated activities

**labour market assistance sector** means the provision of work placement, job searching, personal support, vocational training and related services in the welfare sector to assist persons seeking employment

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

**standard rate** means the minimum weekly wage for a Labour market assistance employee—Administrative assistant—pay point 2 in clause 14.1 and Group training employee level 1 at pay point 2 in clause 15.2

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:

(a) in the labour market assistance sector; and

(b) in the group training sector,

and their employees in the classifications listed in Schedule B and Schedule C to the exclusion of any other modern award.

4.2 The award does not cover:

(a) employers and employees covered by the *Supported Employment Services Award 2010*; and

(b) apprentices and trainees during any period of placement to which another modern award applies.

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*), or employers in relation to those employees.
- 4.6** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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
  - (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, 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 Employment categories**

- (a) Employees under this award will be employed in one of the following categories:
- (i) full-time employment;
  - (ii) part-time employment;
  - (iii) casual employment; or
  - (iv) sessional employment.
- (b) At the time of engagement, an employer must, for each new employee (except a casual employee), specify:
- (i) an outline of the main duties of the position;
  - (ii) the employee's regular hours of work and the employee's normal span of hours for ordinary duty in accordance with clause 22—Ordinary hours of work;
  - (iii) the employee's classification and rate of pay; and
  - (iv) the nature of the engagement in accordance with clause 10.1(a).

#### **10.2 Full-time employment**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.



### 10.3 Part-time employment

- (a) A part-time employee is one who is engaged to work a specified number of regular hours being less than 38 hours per week or an average of 38 hours per week.
- (b) A part-time employee's hours of work may be temporarily varied up to a maximum of 38 hours per week by agreement between the employer and an individual employee.
- (c) The terms of this award will apply to part-time employees as provided to full-time employees on a pro rata basis.
- (d) By mutual agreement between the employer and employee, a part-time employee may be paid a loading of 25% on their hourly rate and not have an entitlement to annual leave, personal/carers' leave or payment of public holiday penalty rates. Such agreement will not alter the employee's status as a part-time employee.

### 10.4 Casual employment

- (a) A **casual employee** means an employee who is engaged intermittently by the hour for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a full-time, part-time or sessional employee.
- (b) An employee engaged as a casual employee will be engaged for a minimum period of two consecutive hours per engagement.
- (c) A casual employee will be paid for each hour worked during the ordinary hours of work provided in clause 22—Ordinary hours of work, a rate equal to 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid.
- (d) Where a casual employee is employed outside of the ordinary span of hours provided in clause 22—Ordinary hours of work, the hourly rate (exclusive of the 25% loading) will be increased by the penalty rates provided in clause 24—Overtime and penalty rates.

### 10.5 Sessional employment (group training industry)

- (a) An employee may be engaged on a sessional basis to provide training sessions to clients.
- (b) A sessional employee will be engaged for a minimum of two consecutive hours in any one day.
- (c) A sessional employee will be paid the minimum casual hourly rate equivalent to the casual hourly rate of pay for a Training and placement officer grade 1 pay point 3.
- (d) In addition, a sessional employee will be paid for preparation and associated non-teaching/training tasks. This payment can be paid by either:
  - (i) incorporating a loading of 33.3% into the hourly rate, provided that this rate is separately expressed; or

- (ii) paying the employee one hour's preparation/associated non-teaching/training tasks for every three hours' teaching up to a maximum of five additional hours per week.
- (e) An employer who employs a sessional employee under the terms of clause 10.5(d)(i) above, will not be obliged to pay the preparation loading in respect of any period involving staff training or staff meetings.
- (f) Upon engagement, in addition to the requirements specified for contracts of employment provided in clause 10.1(a) of this award, the employer will provide written advice to the employee setting out the particular arrangements for preparation and associated non-teaching/training tasks which will apply in respect of the employee.
- (g) **Cancellation provisions**

If a training course is cancelled and the employer no longer requires the services of a sessional employee engaged for the course, the employer will provide the sessional employee with two weeks' notice of termination or pay instead of notice equivalent to two weeks' pay (inclusive of preparation loading or preparation time).

## **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 made under the *Workplace Relations Act 1996* (Cth) 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 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 All employees covered by this award must be classified according to the structure and definitions set out in Schedule B and Schedule C.

### 13.2 Progression

- (a) At the end of each 12 months' continuous employment, an employee will be eligible for progression from one level to the next within a classification if:
  - (i) the employee has demonstrated competency and satisfactory performance over a minimum of 12 months at each level within the classification; and
  - (ii) the employee has acquired and satisfactorily used new or enhanced skills if required by the employer.
- (b) Competency and satisfactory performance is deemed to be satisfactory by the employer in accordance with its employment policies and procedures.
- (c) Movement to a higher classification will only occur by way of promotion or reclassification. This is except for group training employees below Group training employee—level 3 who will progress to the next highest classification where the annual performance review determines that the employee has acquired skills within the ambit of the higher classification.

### 14. Minimum weekly wages for Labour market assistance employees

#### 14.1 Administrative assistant

	<b>Per week</b>
	\$
Pay point 1	619.51
Pay point 2	630.26
Pay point 3	654.05
Pay point 4	675.73

#### 14.2 Administrative officer

	<b>Per week</b>
	\$
Pay point 1	717.10
Pay point 2	733.78
Pay point 3	750.08
Pay point 4	771.76

**14.3 Training and placement officer grade 1**

**Per week**

**\$**

Pay point 1	695.42
Pay point 2	717.10
Pay point 3	733.78

**14.4 Training and placement officer grade 2**

**Per week**

**\$**

Pay point 1	750.08
Pay point 2	771.76
Pay point 3	793.44
Pay point 4	815.12
Pay point 5	834.81

**14.5 Training and placement co-ordinator**

**Per week**

**\$**

Pay point 1	834.81
Pay point 2	856.49
Pay point 3	876.18
Pay point 4	897.86

**14.6 Manager grade 1**

**Per week**

**\$**

Pay point 1	834.81
Pay point 2	856.49
Pay point 3	876.18
Pay point 4	897.86
Pay point 5	919.54
Pay point 6	941.22

**14.7 Manager grade 2**

**Per week**

**\$**

Pay point 1	962.92
Pay point 2	984.60

	<b>Per week</b>
	<b>\$</b>
Pay point 3	1006.28
Pay point 4	1027.96
Pay point 5	1049.64

**15. Minimum weekly wages for Group training employees**

**15.1 Group trainee—entry level**

See Schedule E—National Training Wage.

**15.2 Group training employee—level 1**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	619.41
Pay point 2	630.26

**15.3 Group training employee—level 2**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	653.94
Pay point 2	675.62

**15.4 Group training employee—level 3**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	695.30
Pay point 2	716.98

**15.5 Group training employee—level 4**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	733.66
Pay point 2	765.30
Pay point 3	771.64

**15.6 Group training employee—level 5**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	793.33

		<b>Per week</b>
		\$
	Pay point 2	815.01
	Pay point 3	834.69
<b>15.7</b>	<b>Group training employee—level 6</b>	
		<b>Per week</b>
		\$
	Pay point 1	856.37
	Pay point 2	876.06
	Pay point 3	897.74
<b>15.8</b>	<b>Group training employee—level 7</b>	
		<b>Per week</b>
		\$
	Pay point 1	919.42
	Pay point 2	941.10
	Pay point 3	960.87
<b>15.9</b>	<b>Group training manager—level 1</b>	
		<b>Per week</b>
		\$
	Pay point 1	916.68
	Pay point 2	945.43
	Pay point 3	974.19
<b>15.10</b>	<b>Group training manager—level 2</b>	
		<b>Per week</b>
		\$
	Pay point 1	993.36
	Pay point 2	1022.11
	Pay point 3	1050.87
<b>15.11</b>	<b>Group training manager—level 3</b>	
		<b>Per week</b>
		\$
	Pay point 1	1070.03
	Pay point 2	1098.79
	Pay point 3	1127.54

## **16. Supported wage system**

See Schedule D

## **17. Allowances**

### **17.1 Meal allowance**

Employees will be entitled to a meal allowance of \$11.80 in the following circumstances:

- (a) where the employee works overtime in excess of two hours on any of the days upon which ordinary hours are worked; or
- (b) where the employee works five hours or more on a day which is not an ordinary working day.

### **17.2 First aid allowance**

An employee who is required by their employer to perform first aid duty at their workplace who holds a current first aid certificate issued by the St John Ambulance or Australian Red Cross Society or equivalent qualification will be paid a weekly allowance of 1.67% of the standard rate.

### **17.3 Vehicle allowance**

- (a) Where an employee is required to use their own motor vehicle on the employer's business, the employee is entitled to be reimbursed at the rate of \$0.74 per kilometre.
- (b) An employee required to travel by other means in connection with their work will be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer.
- (c) Where an employee is called on duty at night or other than their normal hours, or on any non-working day, they will be reimbursed their fares, or if using their own vehicle to travel between home and the place of work, receive a vehicle allowance, as provided in clause 17.3(a).
- (d) Where an employee is required to use their own motor vehicle on the employer's business and, by reason of that use, the employee is required, under the law in force in the State or Territory in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that exceeds the fee that they would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of reimbursement, an amount equal to the amount of the excess.
- (e) Where an employee is required to use their own motor vehicle on the employer's business and, by reason of that use, the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be paid by way of reimbursement an amount equal to the amount of the excess.



**17.4 Travelling expenses**

An employee required to stay away from home overnight will be reimbursed the cost of reasonable board, lodging and meals. Reasonable proof of costs so incurred is to be provided by the employee to the employer.

**17.5 Excursions—Labour market assistance employees**

Where an employee is required to supervise clients in excursion activities involving overnight stays away from home, the following provisions will apply:

- (a) Payment at ordinary rates of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Sunday up to a maximum of eight hours per day.
- (b) In addition, payment of a sleepover allowance of 7.76% of the standard rate will be made for every night spent away from home while on excursions.

**17.6 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
Vehicle/travel allowance	Private motoring sub-group

**18. District allowances**

**18.1 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 made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**18.2 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 made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

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

## **19. Accident pay**

**19.1** Subject to clause 19.2, 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 made under the *Workplace Relations Act 1996* (Cth) 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.

**19.2** 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.

**19.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

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

## **20. Superannuation**

### **20.1 Superannuation legislation**

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

## 20.2 Employer contributions

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

## 20.3 Voluntary employee contributions

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

## 20.4 Superannuation fund

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

## 20.5 Absence from work

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

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

## **21. Payment of wages**

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.

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

### **22. Ordinary hours of work**

#### **22.1 Ordinary hours of work**

- (a) The ordinary hours of work will be no more than an average of 38 hours per week to be worked over 152 hours within a work cycle not exceeding 28 days and not exceeding 10 hours in any one day.
- (b) Group training employees may agree, where extensive travel is involved, to work up to 12 hours in a single day but on no more than one occasion per week.

#### **22.2 Span of hours**

- (a) The ordinary hours of work for group training employees will be worked between 7.00 am and 7.00 pm Monday to Friday.
- (b) The ordinary hours of work for labour market assistance employees will be worked between 6.00 am and 8.00 pm Monday to Friday.

### **23. Breaks**

#### **23.1 Meal breaks**

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.

#### **23.2 Rest breaks**

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

### **24. Overtime and penalty rates**

#### **24.1 Entitlement to payment for overtime**

- (a) A full-time employee will be entitled to overtime where the employee works more than 152 hours in any 28 day period or where the employee works outside of the spread of ordinary hours provided for in clause 22—Ordinary hours of work.
- (b) A part-time employee will be entitled to overtime where they work in excess of their prescribed hours of duty provided that overtime will not be paid where the employer and employee have agreed to a temporary variation of working hours

in which case overtime will apply for work in excess of the mutually agreed varied working hours. However a part-time employee will be entitled to overtime if they work in excess of 38 hours in any one week outside of the spread of ordinary hours specified in clause 22—Ordinary hours of work.

- (c) A casual employee will be entitled to overtime if they work in excess of 38 hours in any one week or greater than 10 hours in any one day.
- (d) Overtime will only be worked with the prior approval of the employer except in emergency situations where prior approval has not been obtained.

#### **24.2 Overtime rates**

- (a) An employee who is required to work overtime will be paid at the rate of time and a half for the first two hours of overtime worked and double time thereafter for overtime worked Monday to Saturday.
- (b) An employee who is required to work overtime will be paid double time for all overtime worked on Sundays.
- (c) An employee who, with the approval of the employer, works on a public holiday will be paid, in addition to the payment for the public holiday, at the following rates:
  - (i) time and a half for work performed during ordinary hours of work; and/or
  - (ii) double time and a half for work performed outside ordinary hours of work.

#### **24.3 Time off instead of payment for overtime**

- (a) Where there is agreement between the employer and employee, time off instead of payment for overtime may be taken at the appropriate penalty equivalent.
- (b) Such agreement may be discontinued by mutual consent of both parties or at the request of one party.

#### **24.4 Time off instead of payment for overtime—Labour market assistance employees**

- (a) By mutual agreement, where an employee has accumulated time off instead of payment for overtime the employee may take the time off in conjunction with annual leave. In such circumstances the time off instead of payment for overtime will not attract the annual leave loading.
- (b) If accumulated time off instead of payment for overtime has not been taken within two pay periods and there is no agreement in accordance with clause 24.3, payment for the overtime worked will be made in the next pay period, unless otherwise agreed between the employer and the employee.
- (c) 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.

- (d) 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.

**24.5 Rest period after overtime**

- (a) When overtime is worked it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive shifts.
- (b) An employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement of the next succeeding rostered period of duty that they would not have at least 10 consecutive hours off duty between those times, will, subject to this subclause, be released after completion of such overtime worked until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (c) If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty they will be paid at the rate of double time until released from duty for such rest period and will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

**24.6 Recall to work overtime—Labour market assistance employees**

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of four hours' work at the appropriate rate for each time they are recalled or be granted equivalent time off instead of payment for overtime in accordance with clause 24.3.
- (b) Except, in the case of unforeseen circumstances, the employee will not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

**24.7 Penalty rates for ordinary hours of work—Labour market assistance employees**

- (a) An employee will receive the following payment for working any of their ordinary hours outside the normal spread of hours provided in clause 22.1:
  - (i) a loading of 20% on their ordinary rate of pay for work performed between 8.00 pm and midnight Mondays to Friday inclusive.
  - (ii) a loading of 35% on their ordinary rate of pay for work performed between the hours of midnight and 6.00 am and between midnight Sunday and 6.00 am on Fridays;
  - (iii) a loading of 75% on their ordinary rate of pay for work performed between midnight Friday and midnight Saturday;
  - (iv) a loading of 100% on their ordinary rate of pay for work performed between midnight Saturday and midnight Sunday.
- (b) An employee will be rostered so as to provide two consecutive days off in any seven day period.

- (c) An employee required to work between midnight Saturday and midnight Sunday as part of their ordinary hours of duty will be provided with a minimum of two hours ordinary time on each occasion so engaged.
- (d) By mutual agreement, employees who work between midnight Saturday and midnight Sunday may take the equivalent time off instead of payment of the loading.
- (e) The loadings payable in clause 24.7(a) will be in substitution of and not cumulative on overtime and time off instead of payment for overtime as provided for in clauses 24.1.

## **25. Higher duties**

An employee who is called upon by the employer to perform the duties of another employee in a higher classification for five consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification. Where the minimum rate of the higher classification is the same as the relieving employee's current rate, the relieving employee will be paid at the higher classification at the first pay point above their current rate.

## **Part 6—Leave and Public Holidays**

### **26. Annual leave**

**26.1** Annual leave is provided for in the NES. This clause contains additional provisions.

#### **26.2 Annual leave loading**

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

#### **26.3 Illness or injury during annual leave**

Where an employee falls sick or suffers an injury while on annual leave and provides to their employer a medical certificate to show that they are or were incapacitated to the extent that they would be unfit to perform their normal duties, they will be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of 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.

### **27. Personal/carer's leave and compassionate leave**

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

### **28. Community service leave**

Community service leave is provided for in the NES.

**29. Public holidays**

**29.1** Public holidays are provided for in the NES. This clause contains additional provisions.

**29.2 Payment for working on a public holiday**

An employee who works on a public holiday will be paid at the rate of double time and a half of their ordinary rate of pay for all time worked.

**29.3 Public holiday substitution**

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

(b) An employer and an individual employee may agree to substitute a public holiday specified in the NES for the National Aboriginal Day of Celebration, without loss of pay, on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement instead of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time instead of accrual.

**30. Aboriginal and Torres Strait Islander ceremonial leave**

**30.1** An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year. The employee will 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 will 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 compassionate leave provided for in clause 27—Personal/carer's leave and compassionate leave.

**30.2** Approval of all Aboriginal and Torres Strait Islander ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned but will not be unreasonably withheld.



## Schedule A—Transitional Provisions

### A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

### A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

#### **A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

#### **A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

##### **First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

#### **A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.7 Loadings and penalty rates – no existing loading or penalty rate**

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **Schedule B—Classification Definitions—Labour Market Assistance Employees**

### **B.1 Administrative assistant**

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

### **B.1.2 Requirements**

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

## **B.2 Administrative officer**

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

### **B.2.2 Requirements**

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

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

## **B.3 Training and placement officer grade 1**

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

- (a) A person engaged to perform training duties as part of placement support will not be limited to one vocational area but will operate within clearly defined guidelines under the direction of the Manager or another more senior employee.

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

### **B.3.2 Requirements**

- (a) In respect of an employee engaged primarily to deliver training to clients of the service, the employee may be expected to perform the following duties:
  - (i) participate in the client selection and assessment of client needs or suitability for the area in which they provide instruction or placement support;
  - (ii) assist in following up client outcomes for their area of instruction or placement support;
  - (iii) liaise with employers to organise work experience, work placement and industry support in their area of instruction or placement support; and
  - (iv) undertake necessary planning and evaluation under supervision.
- (b) In respect of an employee engaged primarily to provide placement support to clients of the service, the employee may be expected to provide on-the-job training, placement and support to clients according to the individual client service program under the direction of a more senior employee. While the employee may assist a more senior officer to carry out client selection, assessment and/or preparation of individual client service programs, they would not exercise sole or principal responsibility for such functions.
- (c) An employee classified as an Administrative assistant who temporarily performs duties at the Training and placement officer grade 1 level will be paid a higher duties allowance equivalent to the difference between their ordinary rate of pay and the rate of pay of a Training and placement officer grade 1 pay point 1 for any day in which all or a substantial part of the functions of a Training and placement officer grade 1 are performed.
- (d) To assist in the facilitation of career advancement of Administrative assistants, employers may structure the job of an Administrative assistant to incorporate some functions of a Training and placement officer grade 1 should they wish to design a mixed function job incorporating duties normally performed in both classifications. In such instances, the higher duties allowance provided for in clause 25—Higher duties will apply in respect to any Administrative assistant who performs a mixed function job.
- (e) Provided that where a substantial part of the mixed function job incorporates the functions of a Training and placement officer grade 1 the Administrative assistant will be re-classified to that classification and be deemed to be a Training and placement officer grade 1.

## **B.4 Training and placement officer grade 2**

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

## **B.4.2 Requirements**

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

## **B.5 Training and placement co-ordinator**

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

### **B.5.2 Requirements**

- (a) A Training and placement co-ordinator will in all cases report to the Manager of the organisation.
- (b) Such officers will be required to assist in the management of the service within the policy parameters of the employer and may also be required to develop



policy proposals and other reports for consideration by the employer and/or funding authorities. They may also be expected to assist the Manager to develop and implement strategies to ensure community and business support for the service.

- (c) Such employees may be required to co-ordinate the development, implementation and evaluation of programs and/or services of the employer including the preparation of funding proposals and budgets on behalf of the employer and the monitoring of program performance and budgets. They would be expected to exercise a staff leadership role and supervise other employees of the service. This may include the co-ordination of induction of new employees, training and other human resource development strategies and co-ordination of work tasks and responsibilities. They may be expected to represent the employer in dealings with local employers, government and community agencies and in dealings with local media.
- (d) A Training and placement co-ordinator may also be expected to deliver training courses for clients of the service or to undertake placement support or other operational duties though these responsibilities would not form the major part of the employee's job.

## **B.6 Manager grade 1**

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

### **B.6.2 Requirements**

- (a) A Manager grade 1 may directly exercise delegated management functions of the employer.
- (b) Such officers will be required to manage the service within the policy parameters of the employer and may be required to develop policy proposals and other reports for consideration by the employer and/or funding authorities. They may also be expected to develop and implement strategies to ensure community and business support for the service.
- (c) Such employees may be required to co-ordinate the development, implementation and evaluation of programs and/or services of the employer including the preparation of funding proposals and budgets on behalf of the employer and the monitoring of program performance and budgets. They would be expected to exercise a staff leadership role and supervise other employees of the service. This may include the co-ordination of induction of new employees, training and other human resource development strategies and co-ordination of work tasks and responsibilities. They would be expected to represent the employer in dealings with local employers, government and community agencies and in dealings with local media.
- (d) No Manager grade 1 of a service with total weekly staffing of up to and including 190 staffing hours may advance beyond pay point 4.

**B.7 Manager grade 2**

**B.7.1 Manager grade 2 means:**

- (a) an employee engaged to manage a single service or multiple projects sponsored by the same employer with total weekly staffing in excess of 285 staffing hours; or
- (b) a person engaged to manage a SkillShare Disability Access and Support Unit.

**B.7.2 Requirements**

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

## **Schedule C—Classification Definitions—Group Training Employees**

### **C.1 Group trainee—entry level**

#### **C.1.1 Characteristics of the level**

- (a) A person employed as a Group training employee—entry level will be engaged under a contract of training in accordance with the relevant State statutes and Schedule E—National Training Wage of this award. The employee will work under close direction and undertake routine activities which require the practical application of basic skills and techniques in accordance with the contract of training.
- (b) General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level may involve off-the-job training and will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace in accordance with the contract of training.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills.
- (f) Supervision of other permanent staff or apprentices/trainees is not a feature at this level.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

#### **C.1.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) developing knowledge of the workplace function and operation;
- (b) basic knowledge of administrative practices and procedures relevant to the workplace;
- (c) developing knowledge of work practices and policies of the relevant work area;
- (d) basic numeracy, written and verbal communication skills relevant to the work area; and
- (e) no formal qualifications are required.

### **C.1.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) undertake routine activities of a support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and basic work processing at a basic level after having received training;
- (c) provide routine information including general reception and telephonist duties;
- (d) apply established practices and procedures;
- (e) undertake routine office duties involving filing and maintenance of an existing records system;
- (f) under close direction, assist with the development, planning, implementation and evaluation of group training company programs at an elementary level; and
- (g) under close direction, undertake work with individual apprentice or trainee clients at a first contact level.

### **C.1.4 Organisational relationships**

Work under direct supervision.

### **C.1.5 Extent of authority**

- (a) Work outcomes are clearly monitored.
- (b) Freedom to act is limited by standards and procedures.
- (c) Solutions to problems are found in established procedures and instructions with assistance readily available.

## **C.2 Group training employee—level 1**

### **C.2.1 Characteristics of the level**

- (a) A person employed as a Group training employee—level 1 will work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge. Employees will be under the direct supervision of a senior worker.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures to meet the objectives of a minor function.

- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees with the direct assistance of a senior employee. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

### **C.2.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) basic skills in oral and written communication with apprentice and trainee clients and other members of the public;
- (b) knowledge of established work practices and procedures relevant to the workplace;
- (c) knowledge of policies relating to the workplace;
- (d) application of techniques relevant to the workplace;
- (e) developing knowledge of statutory requirements relevant to the workplace; and
- (f) understanding of basic computing concepts.

### **C.2.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) contribute to the operational objectives of the workplace;
- (b) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (c) achieve outcomes which are clearly defined;
- (d) perform tasks including the provision of routine information;
- (e) assist senior employees with special projects;
- (f) perform elementary tasks within a group training company program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) assist with administrative functions; and
- (h) assist senior employees in the preparation, implementation and evaluation of developmental and/or special programs for individual apprentice and trainee clients or groups of clients.

### **C.2.4 Organisational relationships**

- (a) Work under regular and direct supervision.
- (b) Provide guidance to a limited number of lower classified employees with the assistance of a senior employee.

**C.2.5 Extent of authority**

- (a) Work outcomes are monitored.
- (b) Have freedom to act within established guidelines.
- (c) Solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents, guidelines. Assistance will be available when problems occur.

**C.3 Group training employee—level 2**

**C.3.1 Characteristics of the level**

- (a) A person employed as a Group training employee—level 2 will work under general direction in the application of procedures, methods and guidelines which are well established. Employees appointed at this level will be under the direct supervision of a senior worker.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior staff. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures.
- (d) At this level employees may be required to provide general direction or supervision of lower level employees. Employees with supervisory responsibilities may undertake more complex operational work and may undertake planning and co-ordination of activities within a workplace.
- (e) Employees will be responsible for managing and planning their own work and that of lower classified staff.

**C.3.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) thorough knowledge of work activities performed within the workplace;
- (b) sound knowledge or procedural/operational methods of the workplace;
- (c) may utilise limited professional or specialised knowledge;
- (d) working knowledge of statutory requirements relevant to the workplace; and
- (e) ability to apply computing concepts.

### **C.3.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) carry out a variety of activities which require resourcefulness, judgment and initiative with minimal supervision;
- (b) undertake responsibility for various activities in a specialised area;
- (c) exercise responsibility for a function within the workplace;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee; and
- (e) delegate routine tasks to other staff where required and liaise and report with relevant Manager as expected.

### **C.3.4 Organisational relationships**

- (a) Works under regular supervision.
- (b) Oversee and guide a limited number of lower classified employees.

### **C.3.5 Extent of authority**

- (a) Work outcomes are monitored.
- (b) Freedom to act within established guidelines.
- (c) Solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance is available when problems occur.

## **C.4 Group training employee—level 3**

### **C.4.1 Characteristics of the level**

- (a) A person employed as a Group training employee—level 3 will work under general direction in the application of procedures, methods and guidelines which are well established. Employees will be under the direct supervision of a senior employee.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.
- (d) At this level, employees may be required to supervise lower classified staff in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work.

#### **C.4.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) thorough knowledge of work activities performed within the organisation;
- (b) sound knowledge of procedural methods of the organisation;
- (c) may utilise professional or specialised knowledge; and
- (d) working knowledge of guidelines or statutory requirements relevant to the organisation.

#### **C.4.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (d) assist in the co-ordination of a project/project area with minimal direction on a day to day basis. Ability to delegate routine tasks to other staff where required. Regular liaison and reporting with relevant Manager is expected;
- (e) undertake minor assessment duties;
- (f) supervise a limited number of lower classified employees;
- (g) plan and co-ordinate training programs;
- (h) co-ordinate elementary service programs or a single program at a more complex level; and
- (i) Where primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) undertake some minor phase of a broad or more complex assignment;
  - (ii) provide assistance to senior employees;
  - (iii) perform duties of a specialised nature;
  - (iv) provide a range of information services;
  - (v) plan and co-ordinate elementary group training company projects or programs; and/or
  - (vi) perform moderately complex functions including training module planning, demographic analysis, survey design and analysis.



#### **C.4.4 Organisational relationships**

- (a) Works under general professional guidance.
- (b) Operate as a member of a team.
- (c) Supervision of other employees.

#### **C.4.5 Extent of authority**

- (a) Receive instructions on the broader aspects of the work.
- (b) Freedom to act within established practices.
- (c) Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

### **C.5 Group training employee—level 4**

#### **C.5.1 Characteristics of the level**

- (a) A person employed as a Group training employee—level 4 will work under general supervision in functions that require the application of skills and knowledge appropriate to the work. General guidelines and work procedures are established.
- (b) General features of this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- (e) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

#### **C.5.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) knowledge of statutory requirements relevant to work;
- (b) knowledge of organisation policies and activities;
- (c) knowledge of the role of the organisation and its services and/or functions; and

- (d) specialists require an understanding of the underlying principles in the discipline.

### **C.5.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration or areas of work for which there are no clearly established procedures;
- (e) exercise responsibility for various functions within a work area;
- (f) undertake a wide range of activities associated with programs and methods of service delivery; and
- (g) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) liaise with other professionals at a technical level;
  - (ii) discuss techniques, procedures and/or results with internal and external clients on straightforward matters;
  - (iii) lead a team within a specialised project;
  - (iv) provide a reference, research and/or technical information service;
  - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
  - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements; and/or
  - (vii) assist senior employees with the planning and co-ordination of a group training company work program of a complex nature.

### **C.5.4 Organisational relationships**

- (a) Works under general direction.
- (b) Supervises other staff or works in a specialised field.

### **C.5.5 Extent of authority**

- (a) Required to set outcomes within defined constraints.
- (b) Provides specialist advice.

- (c) Freedom to act governed by clear objectives and/or budget constraints.
- (d) Solutions to problems generally found in precedents, guidelines or instructions.

## **C.6 Group training employee—level 5**

### **C.6.1 Characteristics of the level**

- (a) A person employed as a Group training employee—level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve a greater degree of supervision employees and/or apprentices/trainees. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare, the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of apprentice/trainee clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals.

### **C.6.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) knowledge of organisational programs, policies and activities;
- (b) sound discipline and knowledge gained through experience; and
- (c) knowledge of the role of the organisation, its structure and services.

### **C.6.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

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- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor workflow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (i) operate as a specialist officer in the relevant discipline where decisions made and taken rest with the employees with no reference to a senior employee;
- (j) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (k) develop, plan and supervise the implementation of educational and/or developmental programs for apprentice/trainee clients;
- (l) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (m) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
- (n) under general direction undertake a variety of tasks of a specialised, novel complex and/or critical nature;
- (o) provide reports on progress of program activities including recommendations;
- (p) carry out planning studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
- (q) exercise a high level of interpersonal skills in dealing with the public and other organisations; and
- (r) plan, develop and operate a section of a group training company's employees and/or apprentices/trainees.

### **C.6.4 Organisational relationships**

- (a) Work under general direction.
- (b) Supervise other staff.

### **C.6.5 Extent of authority**

- (a) Exercise a degree of autonomy.

- (b) Control projects and/or programs.
- (c) Set outcomes for lower classified staff.
- (d) Establish priorities and monitor workflow in areas of responsibility.
- (e) Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions.
- (f) Assistance is available when required.

## **C.7 Group training employee—level 6**

### **C.7.1 Characteristics of the level**

- (a) A person employed as a Group training employee—level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An employee at this level may exercise managerial functions within an organisation or operate as a specialist, either as a member of a specialist team or independently.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work place. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) The management of staff is normally a feature at this level and employees are responsible for a larger organisational group.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.
- (f) Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

### **C.7.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) comprehensive knowledge of organisation policies and procedures;
- (b) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- (c) specialist knowledge gained through experience, training or education;
- (d) appreciation of the long term goals of the organisation;
- (e) detailed knowledge of program activities and work practices relevant to the work area;
- (f) knowledge of organisation structures and functions; and
- (g) comprehensive knowledge of requirements relevant to the discipline.

### **C.7.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation;
- (d) provide advice on matters of complexity within the work area and/or specialised area;
- (e) undertake a range of duties within the work area, including developing work practices and procedures; problem definition, planning and the exercise of judgment;
- (f) provide advice on policy matters and contribute to their development;
- (g) negotiate on matters of significance to the organisation with other bodies and/or members of the public;
- (h) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (i) exercise autonomy in establishing the operation of the work area;
- (j) provide a consultancy service for a range of activities and/or to a wide range of internal and external clients; and

- (k) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - (i) provide support to a range of activities or programs;
  - (ii) control and co-ordinate projects;
  - (iii) contribute to the development of new procedures and methodology;
  - (iv) provide expert advice/assistance relevant to the work area; and/or
  - (v) supervise/manage the operation of a work area and monitor work outcomes;
  - (vi) supervise on occasions other specialised staff; and
  - (vii) provide consultancy services for a range of activities.

#### **C.7.4 Organisational relationships**

- (a) Works under limited direction from senior employees of the group training company board.
- (b) Supervision of staff.

#### **C.7.5 Extent of authority**

- (a) May manage a work area or medium to large unit or multi work site unit.
- (b) Has significant delegated authority. Selection of methods and techniques based on sound judgment. Exercise autonomy (advice available on complex or unusual matters).
- (c) Manage significant projects and/or functions.
- (d) Decisions and actions taken at this level may have significant effect on programs, projects or worksites being managed.

### **C.8 Group training employee—level 7**

#### **C.8.1 Characteristics of the level**

- (a) A person employed as a Group training employee—level 7 will be subject to broad direction from management/the employer and exercise managerial responsibility for a unit/department. In addition, employees may operate as a senior specialist providing multi functional advice to other professional employees, or the group training company's management committee or board.
- (b) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (c) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

- (d) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (e) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search for optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (f) Positions at this level will demand responsibility for decision making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (g) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

### **C.8.2 Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- (a) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies; and
- (b) detailed knowledge of statutory requirements.

### **C.8.3 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) responsibility for operating in a highly self directing fashion. Supervision or training of other staff may be required. Reports directly to the relevant Manager or Chief Executive Officer;
- (b) significant understanding of the company's functions is required and errors may cause serious loss or consequence.
- (c) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (d) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (e) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (f) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (g) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (h) administer complex policy and program matters;



- (i) may offer consultancy service;
- (j) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (k) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
  - (l) contribute to the development of operational policy;
  - (m) assess and review the standards of work of other specialised personnel/external consultants;
  - (n) initiate and formulate organisational programs;
  - (o) implement organisational objectives within corporate goals; and
  - (p) develop and recommend ongoing plans and programs.

## **C.9 Group training manager**

- C.9.1** Positions within this grade are positions within the group training company not described as a Group training employee position. Positions within this grade will be at one of three levels and the appropriate level will be determined by utilising the position description and classification guidelines described in this clause.
- C.9.2** Broadly speaking, the determination of levels will be based on the requirement to manage in a self-directing fashion, and the nature of the project area(s) managed. This may include relative responsibility for staff numbers and levels, responsibility for outcomes relevant to company performance, the complexity of the area of responsibility and other relevant factors.
- C.9.3** The general features of this grade require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- C.9.4** Positions in this grade will demand responsibility for decision making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the company. Positions at this level may be recognised by significant independence of action and a direct accountability to the Chief Executive Officer.
- C.9.5** The classification distinction between the top of Group training employee—level 6, Group training employee—level 7 and Group training manager—level 1 will largely reflect the complexity and diversity of the company, the organisational structure in place and the size of the workforce.

## **C.10 Group training manager—level 1**

### **C.10.1 Requirements of the job**

Some or all of the following are needed to perform work at this level:

- (a) Comprehensive appreciation of the mission and objectives of the company;
- (b) Comprehensive knowledge of company policies and the ability to identify emerging needs;
- (c) Basic financial and budgeting skills;
- (d) Basic human resource management skills to ensure effective use of staff working in project area(s), and to assist in training and development of these staff;
- (e) Knowledge of statutory requirements, government policies etc. relevant to the project area(s);
- (f) Expertise in planning, problem solving, evaluation and co-ordination;
- (g) Expert oral communication skills including the capacity to liaise with a wide range of individuals and organisations, and the ability to publicly represent the company;
- (h) High level written communication skills;
- (i) Knowledge of computer systems sufficient to respond to the information technology needs of the company; and
- (j) The ability to influence and gain the cooperation of people is expected at this level. High skill levels in negotiation, counselling and motivation involving people within the organisation and externally at a high business or personal level is expected. The success of various company projects can be dependant on effective communication skills at this level.

### **C.10.2 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) the management of one or more clearly defined project areas;
- (b) all the normal responsibilities of project management such as setting targets and budgets, managing, and negotiating resources, maintaining quality to company standards, working within set budgets and time constraints;
- (c) it is recognised that projects at this level will be dynamic and may change over time, however they are less likely to require significant and/or rapid change;
- (d) it is expected project(s) will be managed and co-ordinated almost entirely by the manager; and
- (e) major strategic issues should be referred to the Chief Executive Officer.

## **C.11 Group training manager—level 2**

### **C.11.1 Requirements of the job**

Some or all of the following are needed to perform work at this level:

- (a) Strategic planning ability and appreciation of the mission, objectives and long term goals of the company;
- (b) Comprehensive knowledge of company policies and the ability to identify emerging needs and to develop appropriate and effective policies/procedures to address these needs;
- (c) Strong financial and budgeting skills;
- (d) Strong human resource management skills to ensure productive use of staff skills within project area(s), and to assist in training and development of these staff;
- (e) Knowledge of statutory requirements, government policies etc. relevant to the project area(s);
- (f) Expertise in planning, problem solving, evaluation and co-ordination;
- (g) Expert oral communication skills including the capacity to liaise with a wide range of individuals and organisations, and the ability to publicly represent the company;
- (h) High level written communication skills including the capacity to prepare material such as strategic plans, detailed reports and tender proposals;
- (i) The ability to influence and gain the co-operation of people is expected at this level. High skill levels in negotiation, counselling and motivation involving people within the organisation and externally at a high business or personal level is expected. The success of various company projects can be dependant on effective communication skills at this level; and
- (j) Knowledge of computer systems sufficient to respond to the information technology needs of the company.

### **C.11.2 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) the management of one or more project areas. All the normal components of project management such as setting targets and budgets, managing and negotiating resources, maintaining quality to company standards, working within set budgets and time constraints;
- (b) the identification, marketing, development, and management of projects (internal or external) from inception through to outcome. Success is contingent on the company's finances, reputation, scope, service and/or competitiveness being enhanced;
- (c) projects at this level may be described as having a higher level of complexity, not necessarily set up, with a broader scope. Strategic planning ability, vision

and research skills will all be essential to assess project viability and establish targets and systems in order to set up the project(s); and

- (d) it is expected project(s) would be managed and co-ordinated almost entirely by the Manager. Major strategic issues should be referred to the Chief Executive Officer.

## **C.12 Group training manager—level 3**

### **C.12.1 Requirements of the job**

Some or all of the following are needed to perform work at this level:

- (a) strategic planning ability and appreciation of the mission, objectives and long term goals of the company;
- (b) comprehensive knowledge of company policies and the ability to identify emerging needs and to develop appropriate and effective policies/procedures to address these needs;
- (c) a demonstrated expertise within a particular discipline or function of the company;
- (d) strong financial and budgeting skills;
- (e) strong human resource management skills to ensure productive use of staff skills within project area(s), and to assist in training and development of these staff;
- (f) knowledge of statutory requirements, government policies etc. relevant to the project area;
- (g) expertise in planning, problem solving, evaluation and co-ordination;
- (h) expert oral communication skills including the capacity to liaise with a wide range of individuals and organisations, and the ability to make oral presentations;
- (i) high level written communication skills including the capacity to prepare material such as strategic plans, detailed reports and tender proposals;
- (j) the ability to influence and gain the co-operation of people is expected at this level. High skill levels in negotiation, counselling and motivation involving people within the organisation and externally at a high business or personal level is expected. The success of various company projects can be dependant on effective communication skills at this level; and
- (k) knowledge of computer systems sufficient to respond to the information technology needs of the company.

### **C.12.2 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) The extensive managerial control of one or many project areas which have both a company wide scope and high level complexity. This includes planning,

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direction, control and evaluation of all aspects of operation including but not limited to revenue generation, human resource management, program and service provision, facilities management, marketing and promotion etc. The successful management of these project areas is fundamental to the company's operation and growth and error at this level can result in serious consequence across the company;

- (b) The identification, marketing, development, and management of projects (internal or external) from incubation through to outcome. The project(s) is determined to be successful where the company's finances, reputation, scope, service and/or competitiveness has been enhanced;
- (c) Develop, implement, monitor and evaluate work practices, policies and procedures; problem definition, planning and the exercise of judgment; provide advice to the employer on policy matters and exercise a leadership role in their development;
- (d) Negotiate on matters of company wide significance within the company and with other bodies and/or members of the public; and
- (e) It is expected project(s) will be developed, managed and co-ordinated almost entirely by the Manager. Major strategic issues should be referred to the Chief Executive Officer.

## Schedule D—Supported Wage System

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

**D.2** In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### **D.3 Eligibility criteria**

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

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

## **D.4 Supported wage rates**

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

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

**D.4.2** Provided that the minimum amount payable must be not less than \$71 per week.

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

## **D.5 Assessment of capacity**

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

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

## **D.6 Lodgement of SWS wage assessment agreement**

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

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

## **D.7 Review of assessment**

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

## **D.8 Other terms and conditions of employment**

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

## **D.9 Workplace adjustment**

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

## **D.10 Trial period**

**D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$71 per week.

**D.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.



**Schedule E—National Training Wage**