

## SUPPORTED EMPLOYMENT SERVICES AWARD 2010

### PART 1 – APPLICATION AND OPERATION

#### 1.1 Coverage

This award covers employers throughout Australia who operate supported employment services and their employees working in the classifications contained within the award.

#### 1.2 Access to the award and the National Employment Standards

The employer must ensure that copies of this [award](#) and the National Employment Standards (NES) are available to all employees to whom they apply.

#### 1.3 The National Employment Standards (NES) and this award

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

#### 1.4 Award Flexibility

Parties may agree to vary certain terms of the employment, as set out in clause 7.1 of the [award](#), to meet their genuine individual needs.

Any variation must comply with certain administrative requirements which are set out in clause 7 of the [award](#) and must result in the employee being better off overall.

### PART 2 – CONSULTATION AND DISPUTE RESOLUTION

#### 2.1 Consultation

##### Major workplace change

Where an employer has made a *definite* decision to introduce major changes likely to have *significant effects* on employees, an employer must notify the affected employees and their representatives. Notifying affected employees and their representatives involves a number of procedural requirements which are set out in clauses 8.2 of the [award](#).

*Significant effects* include, but are not limited to:

- 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.

#### 2.2 Dispute Resolution

Where there is a dispute about a matter under the award or in relation to the NES, the parties must follow the procedures prescribed by clause 9 of the [award](#).

## **PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

### **3.1 Types of employment**

Employees will be employed on either a full-time, part-time or casual basis. At the time of engagement, the employer will inform each employee the basis of their employment.

Please refer to clause 10 of the award for definitions of full-time, part-time and casual employment.

### **3.2 Termination of employment**

Notice of termination is provided for in the NES.

### **3.3 Redundancy**

Redundancy pay is provided for in the NES.

Redundancy pay is not payable where an employee has less than 12 months service or the employer is a small business employer (less than 15 employees).

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

Where an employee is transferred to lower paid duties by reason of redundancy, the employer must give the same period of notice the employee would have been entitled to if the employment had been terminated and may instead of notice make a payment in lieu of notice for the number of weeks still owing.

### **Employee leaving during the notice period**

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

## **PART 4 – MINIMUM WAGES AND RELATED MATTERS**

### **4.1 Classifications**

Classification definitions are set out in Schedule B of the award.

### **4.2 Minimum wages**

Refer to clause 14 of the award for current wage rates.

An employee with a disability is to be paid such percentage of the rate of pay of the relevant grade set out in clause 14.2 as assessed under an *approved wage assessment tool* chosen by a supported employment service. The list of approved wage assessment tools from which a supported employment service can choose are set out in clause 14.4.

Wage assessments conducted by a supported employment service must be reviewed and documented in accordance with clauses 14.4 (g) and (h) respectively.

### **4.3 Allowances**

The following allowances are payable under clause 15 of the award:

- Use of vehicle
- First aid allowance
- Meal allowance
- Laundry allowance
- Special and protective clothing
- Toilet cleaning allowance
- Leading hand allowance

District allowances are payable in accordance with clause 16.

### **4.4 Accident pay**

An employee is entitled to accident pay in accordance with the terms of:

- an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006,
- a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or
- a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011.

This clause ceases to operate on 31 December 2014.

<b>PART 5 – HOURS OF WORK AND RELATED MATTERS</b>
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### **5.1 Ordinary hours of work and rostering**

The ordinary hours of work for a full-time employee will be an average of 38 hours per week over an agreed roster cycle.

Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

#### **Span of hours**

The ordinary hours of work for an employee will be worked between 6.00 am and 6.00 pm Monday to Sunday.

#### **Meal breaks**

An employee who works in excess of five hours will be entitled to an unpaid meal break of at least 30 minutes. Employees will receive one paid tea break of 15 minutes in the morning.

#### **Rosters**

With the exception of casual employees, at least seven days' notice is required to change an employee's roster, except in the case of emergency where the employer will have the right to alter rosters immediately.

## 5.2 Overtime and penalty rates

Overtime rates will be paid for all work done as follows:

- outside the span of hours for start and finish times - time and a half for the first two hours and double time thereafter;
- for all time worked after 12pm on a Saturday where such time is not part of an employee's ordinary shift and Sunday – double time.

### Rest period

Where overtime is necessary, wherever reasonably practicable, an employee will have at least 10 consecutive hours off duty between the work of successive days.

### Time off instead of overtime

Where an employee has performed overtime between Monday to Friday, they may by agreement take time off instead of receiving payment for overtime for a period not exceeding the overtime worked.

Normal penalties for overtime worked on Saturday, Sunday and public holidays apply.

### Meal break

An employee working overtime will be provided with a half hour meal break and suitable meal/meal allowance when required to work beyond 6pm or of overtime continues beyond 10pm.

### Ordinary hours

Where an employee's ordinary hours of work are less than 38 per week, by agreement, an employee may work and be paid at ordinary time up to two hours beyond their normal finishing time.

In any case an employee will not be required to work more than 10 hours in any one day nor more than 38 hours in any one week without payment of overtime. (For the purposes of this clause, week means Monday to Friday).

### Time off instead of overtime

Where an employee has performed overtime between Monday to Friday, they may by agreement take time off instead of receiving payment for overtime for a period not exceeding the overtime worked.

Normal penalties for overtime worked on Saturday, Sunday and public holidays apply.

## PART 6 – LEAVE AND PUBLIC HOLIDAYS

### 6.1 Annual Leave

Annual leave is provided for in the NES.

For the purposes of the additional leave provided by the NES, a shiftworker is an employee regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period).

### **Annual leave loading**

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

### **Requirement to take leave**

An employer may require an employee to take annual leave by giving at least 4 weeks' notice as part of a close-down period or where the employee has accrued more than 8 weeks' leave.

### **6.2 Personal/carer's leave and compassionate leave**

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

### **6.3 Community service leave**

Community service leave is provided for in the NES.

### **6.4 Public holidays**

Public holidays are provided for in the NES.

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

Any employee required to work on a public holiday will be paid at a rate of double time and a half for all time worked.

*Please note that not all clauses contained in the award are contained in this summary. Please refer to the award for a full list of all terms and conditions.*

#### **Disclaimer**

This document contains key employment conditions for those who are employed in accordance with the award.

It is to be used as a guide only. It is not intended to be exhaustive and does not contain all of the conditions, entitlements or obligations that relate to an employee's employment under this award.