

FAIR WORK COMMISSION

4 Yearly Review of Modern Awards

Matter No: AM2019/5

**PROFESSIONAL EMPLOYEES AWARD
("PEA")**

SUBMISSIONS IN REPLY



**Association of Professional Engineers, Scientists and Managers,
Australia ("APESMA")**

DATE: 14th October 2019

Lodged by: APESMA

Address: 152 Miller Street West Melbourne, VIC 3003

Tel: (03) 9695 8838

Email: mbutler@professionalsaustralia.org.au

INTRODUCTION

1. This Submission in Reply is filed by the Association of Professional Engineers, Scientists and Managers, Australia (“APESMA”) in accordance with the Amended Directions issued by the Full Bench¹ on 28 May 2019.
2. The proceedings concern the substantive claims of APESMA and the Australian Industry Group (“Ai Group”).
3. The Directions required that any party which opposes APESMA’s claim shall file its submissions, witness statements and other evidence upon which it intends to rely on or before 30 September 2019. The Ai Group (“Ai Group Submission”) was the only party to file a submission.
4. In its submission the Ai Group addressed two matters;
 - (a) The APESMA claim to vary Clause 13 – Hours of Work.
 - (b) The Ai Group claim to vary Clause 2 – Definitions.
5. For the purpose of clause referencing throughout this submission the clause numbering in the latest exposure draft² for the Professional Employees Award (“PEA”) will be utilised.

UPDATING OF ACS MEMBERSHIP GRADES

6. As outlined in their Section 6 of their submission (paras. 32-46) the Ai Group proposes to update the definitions of *Experienced information technology employee*, *Graduate information technology employee* and *Professional information technology duties*. This proposed draft variation is supported by APESMA and should be viewed within the wider context of the review of Clause 2 – Definitions.
7. During what could be termed the exposure draft phase of the review of the PEA, APESMA, as referenced in paragraph 39 of the Ai Group Submission, identified that the membership grades referred to in the Academic Schedule in Clause 2 – Definitions in respect of several professional scientific qualifications, had changed and potentially raised questions regarding the coverage of the Award. Accordingly, it was agreed

¹ Directions

² The Professional Employees Award – exposure Draft – 29th March 2019.

between the interested parties that there was a need to update these. The Academic Schedule is set out in paragraph 39 of the Ai Group Submission and the relevant alterations are highlighted.

8. As stated in paragraph 38 the reason why the Ai Group is pursuing this matter as a substantive claim and not part of the exposure draft process is purely a matter of timing. The deficiencies in the references to the ACS (Australian Computer Society) Grades were not identified until much later during the process.
9. APESMA supports the Ai Group proposed variation and the reasons advanced in support. Further, APESMA supports the Ai Group submission in respect of the Modern Awards Objective as outlined in paragraphs 42- 46 of their submission.

HOURS OF WORK

10. The proposed variation in respect of Hours of Work is set out in the revised Attachment A. An amended version of the proposed substantive variation which was filed on 2nd October 2019 and which is attached to this Submission – In Reply. This document is titled *“Draft Award Variations – Professional Employees Award 2010 – Joint Negotiating Document (APESMA and Ai Group) 1 October 2019.*
11. As outlined in the APESMA Outline of Submission at paragraph 11 the background to the proposed substantive variation was twofold;
 - Firstly, in response to an issue identified by the Commission during the exposure draft process to provide in Clause 13.2 a definition of an averaging cycle for employees who by agreement with their employers work an average of 38 hours a week.
 - Secondly to provide for greater protection in the form of an enforceable minimum standard for employees classified in Levels 1 & 2 in the PEA in respect of the compensation for the working of additional/unsociable hours as defined in Clause 13.3.
12. The main elements of the proposed variation as set out in Attachment A are summarised as follows;

(a) To provide in clause 13.2 a definition of an averaging cycle for employees who by agreement with their employees work an average of 38 hours a week. The proposed variation provides for a six-month cycle.

(b) Level 1 – Graduate Professional and Level 2 – Experienced Professional

- To provide for greater protection in the form of an enforceable minimum standard for employees classified in Levels 1 & 2 in the Award in respect of compensation for the working of additional/unsociable hours as defined in clause 13.3 as follows;
 - 13.3 (a) defines the non-standard working arrangements for which there must be additional compensation.
 - 13.3(b) defines the various methods of compensation.
 - 13.3(b) (i) provides that where time off is granted it will be on the basis of “hour for hour”.
 - 13.3 (b) (c) provides for the employee to be advised in writing regarding the method of compensation used and the amounts identified.
 - 13.3(d) provides that where shiftwork is worked, or work is carried out on public holidays that the compensation shall not be less than that applicable to the penalties and loadings that are paid to the majority of other employees performing similar work in a similar environment.
 - 13.3(f) provides for an Annual Salary clause which stipulates that each 12 months; at the end of a cycle, or upon the termination of employment there must be a reconciliation process to ensure that the annual salary paid for all hours worked is not less than what is prescribed by Clause 14 – Minimum Wages.
 - 13.3(g) provides that the employer must keep a record of the ordinary hours of work and additional hours and the arrangements in clause

13.3(b). Further the employee has the right to inspect and copy these records.

(c) Level 3 Professional and Level 4 Professional

To provide for a separate provision for employees classified in Levels 3 and 4 of the Award. For these employees at the more senior levels in the classification structure the claim in respect of compensation/remuneration for the working of additional/unsociable hours is substantially the existing Award provision .

JOINT NEGOTIATING POSITION

13. The proposed variation as outlined in Attachment A represents an agreed position the result of what have been extensive negotiations between APESMA and Ai Group.

14. APESMA notes paragraphs 6, 7 and 8 of the Ai Group Submission where it is stated in paragraph 6 for example that;

“Ai Group does not oppose the package of award amendments set out in Attachment A to APESMA’s submission, but this position is based on the Commission’s support for the whole package. Ai Group would strongly oppose APESMA’s hour of work claim, if the package is disturbed” etc.

15. Further in paragraph 7 it is stated that Ai Group has not filed evidence in these proceedings. However, in paragraph 8 it is stated that;

“in the interests of natural justice, if the Full Bench contemplates varying the Professional employees Award to impose more restrictive, costly or inflexible or costly provisions on employers..... Ai Group would seek the opportunity to file detailed evidence and make further detailed submissions in these proceedings before the Award is varied.”

16. Notwithstanding the joint position reached between the parties APESMA is fully cognizant of the legislative requirements in particular the Modern Awards Objective. In addition, there are key decisions of the Commission which have established principles for the consideration of substantive claims.

17. Accordingly, APESMA has attempted in its submission to provide relevant evidence (including survey evidence and witness statements) in support of its claim and

addressed the legislative requirements including the Modern Awards Objectives and, relevant key decisions. However, if the Commission in its consideration of the proposed variation were of the view to reject the draft variation as agreed between the parties and allowed the Ai Group to present submissions and evidence then APESMA would seek a right of reply.

18. Therefore, as the APESMA Outline of Submission and evidence is at this stage unchallenged it is not the intention in this submission to recapitulate what has already been put. Instead this submission will highlight where relevant the key points and respond to specific issues raised by the Ai Group.

THE APESMA PROPOSED VARIATION

19. By way of background and as outlined in the *APESMA Outline of Submission*³ the current Hours of Work clause is set out in Attachment “B” and covers a diverse range of industries throughout the private sector and different patterns of work. Essentially the clause includes several provisions which ordinarily would be set out in separate clauses.

The main features of the clause are as follows;

- Definition of Ordinary Hours (13.1).
 - Averaging of 38 hours per week over the cycle (13.2).
 - Provision for compensation for additional hours. (13.3).
 - Definition of methods of compensation (13.4).
 - Inclusion of a majority provision in respect of the compensation in 13.4 (13.5).
 - Provision for an annual review to assess whether compensation is set at an appropriate level (13.6).
 - Requirement for a Notice of Transfer from day work to shift work or vice versa (13.7)
20. In its Outline of Submission APESMA identified several deficiencies with the current provision which in its view fails to meet the Modern Awards Objective. The key concerns are summarised as follows;
- Averaging of 38 Hours Over a Cycle – no definition of a cycle and the consequential issues of lack of prescribed compensation in Hours of Work clause for the working of additional hours (paragraphs 44-49).

³ APESMA Outline of Submission

- No enforceable minimum standard for working additional/unsociable hours – including no provision for record keeping/reconciliation (paragraphs 50-56).
- Employees covered by the PEA are disadvantaged when compared to other Modern Awards with more advantageous provisions – these include Modern Awards covering professional/managerial employees and non-professional employees performing similar work alongside professional employees in a similar environment (paragraphs 98-108).

HISTORY OF AWARD REGULATION FOR PROFESSIONAL EMPLOYEES

21. Section 7 of the Ai group’s submission traverses the history of the award regulation of technology - based professionals such as Professional Engineers, Professional Scientists, Information Technology and Telecommunications Professionals. For completeness this section should be read in conjunction with the section in the APESMA Outline of Submission titled “*History of Current Provisions*” (paragraphs 57-69).
22. The main thrust of the Ai Group Submission was to emphasise as stated in paragraph 56 of their submission that “*the key pre-modern awards included hours of work provisions that gave an employer a substantial amount of flexibility in deciding how an employee should be compensated for any additional hours worked*”.

AWARD MODERNISATION

23. This theme is continued in the section 7.3 which dealt with Award Modernisation. Despite agreement on most issues the issue of compensation for the working of additional/unsociable hours was a contested issue between the parties. APESMA signaled its concerns regarding the shortcomings of what was then the existing provision which required compensation to be made but did not specify what it should be.
24. As outlined in the APESMA Submission (paragraphs 61-69) it had been established that the requirement to compensate employees for working additional hours was meaningless and unenforceable. For instance, at paragraph 66 of the APESMA Submission Mr. Mead representing the Ai Group stated in response to a question posed by Mr. Commissioner Smith “*So the manner in which this clause operates is in essence that the additional compensation can be, on one reading, as little as a dollar*”.

25. APESMA proposed a more enforceable provision which was vigorously opposed by the Ai Group and the relevant excerpt from their submission at the time is outlined in paragraph 63 of their current submission which quotes from their Award Modernisation submission.

26. In making its decision as to the final wording of the relevant section of the Hours of Work clause the Full Bench inserted what is currently the existing clause which has an addendum as follows;

“provided that, where relevant, such compensation or remuneration will include consideration of the penalty rate or equivalent and the conditions as applicable from time to time to the majority of employees employed in a particular establishment in which the employee is employed”.

27. In the reasons for their decision the Ai Group quotes from the Full Bench Decision ⁴ at paragraph 236 which states in part *“We have retained the provision in the exposure draft. In our view this is not prescriptive but nonetheless alerts employers to the need to take into consideration the demands placed upon professional employees when fixing remuneration”.*

CURRENT PROCEEDINGS – EVIDENTIARY REQUIREMENTS ETC.

28. As strongly argued in these proceedings APESMA’s submission is that the current provision is unenforceable and fails to meet the Modern Awards Objective of the provision of a fair and relevant safety net. In making this argument APESMA has acknowledged in its own submission that cogent reasons need to be advanced to reverse previous decisions of the type handed down by the Full Bench as part of Award Modernisation.

29. Further and in this regard the Ai Group at paragraph 29 of their submission make reference to the Penalty Rates Decision⁵ where at paragraph 269 at point 4 the Full Bench states as follows;

“The particular context may be a cogent reason for not following a previous Full Bench decision, for example:

⁴ [2009] AIRC 826

⁵ [2017] FWCFB 1001

- *The legislative context which pertained was contested and, in particular, the extent of the evidence and submissions put in the previous proceeding will bear on the weight to be accorded to the previous decision;*
- *The extent to which the relevant issue was contested and, in particular, the extent of the evidence and submissions put in the previous proceeding will bear on the weight to be accorded to the previous decision; or*
- *The extent of the previous Full Bench’s consideration of the contested issue. The absence of detailed reasons in a previous decision may be a factor in considering the weight to be accorded to the decision.”*

30. This approach as adopted by the Commission in the Penalty Rates Case, in respect of which APESMA was an active participant, in respect of the Pharmacy Industry Award is highly relevant to this matter.
31. Firstly, during the Award Modernisation proceedings no evidence was presented regarding the operation of the Hours of Work clauses that were applicable to employees covered by the relevant pre-reform awards. It was established that the existing award provisions were unenforceable and as mentioned earlier that the “*payment of a dollar*” would satisfy the requirements for additional compensation. Parties made assertions on a range of issues including the nature of professional employment. These assertions were not tested.
32. Secondly, these current proceedings are the first occasion whereby an actual case including submissions, witness statements and survey evidence has been presented. Without recapitulating the evidence, the following areas have been covered;
- Hours of Work Survey (paragraphs 70-89) and the accompanying Witness Statement of Mr. Alex Crowther – APESMA Surveys Manager (Attachment C). The key results are summarised in paragraph 77 and include;
 - Different impact on the level of remuneration for working additional hours between Levels 1 & 2 and Levels 3 & 4.
 - The average professional works 45 hours per week.
 - 56% of professionals do not receive compensation for working additional hours.

- 13.5% of professionals are paid below minimum award rate.
 - When all hours worked are calculated 28% at Level 1 and 19.4% at Level 2 are paid below the minimum award rate. If standard penalty rates are applied the underpayments would be greater.
 - 52.3% of professionals work alongside those who are paid for working additional hours.
 - When explicit compensation is paid to professionals for working additional hours, they are less likely to do so than those compensated through their annual salary.
 - High workloads and strong “cultural expectations” are key reasons why professionals work additional hours.
- Witness Statement – Michelle Anthony – APESMA Principal Legal Officer (Attachment D) Ms. Anthony’s evidence covers the interaction between common law contracts of employment and the provisions of the PEA. Attached to the Witness Statement are a sample of redacted common law contracts of employment. As referenced in paragraph 95 it is claimed that existing Clause 13 – Hours of Work of the PEA *“allows an employer to pay a minimal amount for additional hours and not be in breach regardless of the number of additional hours worked”*.
 - As previously mentioned in this submission information on more advantageous provisions in other Modern Awards is also set out (paragraphs 98 – 108)
33. Thirdly, due to the nature of the Award Modernisation proceedings and in this instance probably due to the lack of a detailed contested case being conducted there were no detailed reasons in its Decision ⁶as to why the Full Bench adopted the current provision beyond essentially what is outlined in paragraph 27 above.
34. Another matter of relevance is the provisions in the Act pertaining to Annualised Salaries as set out in s.139(i)(f). Whilst the AI Group’s position on this matter is noted and it is acknowledged that Clause 13 – Hours of Work is at best described as a composite or “hybrid” provision. It covers a range of issues within one clause. However, the various Annualised Salaries Decisions of the Commission have identified relevant principles as outlined in the APESMA submission which are important to a consideration

⁶ [2009] AIRC 826

of the proposed variation. For instance, paragraphs 109 – 116) refers to the Annualised Salaries Decisions in respect of which APESMA considers to be pivotal issues of Record Keeping/Measurement and Reconciliation.

AVERAGING OF 38 HOUR WEEK

35. In any event notwithstanding the Annualised Salaries issue the need to address the shortcomings in the existing Hours of Work clause is also as a result of the Commission's identification of issues arising out of existing Clause 13.2 which deals with the averaging of the 38 hours per week over a cycle. This is covered in paragraphs 44 to 49 of the APESMA Submission. Of relevance is paragraph 46 which in part states as follows;

"[617] We agree with the initial submissions of APESMA and AFEI that the introduction of a maximum number of weeks would constitute a substantive change.

[618] We are also concerned that the proposed averaging of ordinary hours of work over a 12 month period is not reasonable period of time over which to average ordinary hours, and would raise practical issues with the reconciliation of the ordinary hours and any overtime worked including in situations where employment is terminated prior to a 12 month period.

[619] Along with any overtime entitlement that might be introduced, there would need to be a consideration of the rate at which overtime hours would be paid, for example, at the ordinary rate of pay or a loaded rate. There would also need to be consideration given to whether time off may be granted instead of payment for overtime.

[620] The averaging of the ordinary hours of work clause has brought to our attention the issues reconciling the average ordinary hours work over a cycle and the payment of overtime entitlements for hours worked in addition to ordinary hours. We note that under the Professional Employees Award, while there is provision that employees will be compensated for time worked regularly in excess of ordinary hours, there is no method of calculation of these 'additional hours in relation to remuneration, time off in lieu or penalty rates.

[621] This matter will be referred to a separately constituted Full Bench for further consideration and determination."

36. Therefore, APESMA submits that the observations of the Full Bench are very important in the consideration of this matter.

MODERN AWARDS OBJECTIVE

37. The requirements of the Modern Awards Objective are addressed in paragraphs 123 – 129 of the Outline of Submission. Finally, it should be noted that the Ai Group Submission at paragraph 88 expresses its view that *“The package of award variations in Attachment A of APESMA’s submission of 15 July are consistent with the Modern Awards Objective.”*

MICHAEL BUTLER
DIRECTOR INDUSTRIAL RELATIONS

14TH OCTOBER 2019

ATTACHMENT A

DRAFT AWARD VARIATIONS – PROFESSIONAL EMPLOYEES AWARD 2010 – JOINT NEGOTIATING DOCUMENT (APESMA and Ai GROUP)

1 OCTOBER 2019

Important Note: The clauses identified as “Agreed” are only agreed in the context of the whole package that has been negotiated. If the FWC does not support the whole package, Ai Group and APESMA have reserved their rights to argue against any of the claims.

CLAUSE 2 – DEFINITIONS AND INTERPRETATION

Experienced information technology employee means a professional information technology employee with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:

- (a) that they have graduated with a university degree, with a science or information technology major (three, four or five year course) and had four years’ experience on professional information technology duties since graduating; or
- (b) that they, not having so graduated, have sufficient qualifications and experience to be a Certified Professional of the Australian Computer Society plus a further four years’ experience on professional information technology duties. **[AGREED]**

Graduate information technology employee means a person who:

- (a) holds a university degree with a science or information technology major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- (b) has sufficient qualifications and experience to be a Certified Professional of the Australian Computer Society. **[AGREED]**

professional information technology duties means duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:

- (a) hold a university degree with a science or information technology major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- (b) has sufficient qualifications and experience to be a Certified Professional of the Australian Computer Society. **[AGREED]**

Academic schedule

- (a) A degree in science from an Australian, New Zealand or United Kingdom university or from an Australian tertiary educational institution.
- (b) Academic qualifications acceptable to the Royal Australian Chemical Institute for admission to the grade of Graduate Chemist (MRACI), Early Career Chemist (MRACI)(CChem) or Member (MRACI). **[AGREED]**
- (c) Academic qualifications acceptable to The Australian Institute of Physics for admission to the grade of Member (MAIP). **[AGREED]**
- (d) Academic qualifications in metallurgy, metallurgical engineering or technology acceptable to either the Australasian Institute of Mining and Metallurgy for admission to the grade of Graduate Member, or the Institution of Materials, Minerals Mining (London) for admission to the grades of Professional Graduate Member or Associate Member. **[AGREED]**
- (e) Academic qualifications acceptable to the Australian Institute of Agricultural Science and Technology for admission to the category of 1st Year Graduate Member, 2nd Year Graduate Member or Full Member. **[AGREED]**
- (f) Academic qualifications acceptable to the Australian Institute of Food Science and Technology for admission to the grade of Graduate Member. **[AGREED]**
- (g) Academic qualifications acceptable to a pharmacy board or council within the Commonwealth of Australia provided that the award will not apply to pharmacists employed in a retail pharmacy shop.

Experienced scientist means a Professional scientist possessing the following qualifications and engaged in any particular employment, the adequate discharge of any portion of the duties of which, requires the possession of such qualifications.

The qualifications are:

- (a) A degree or diploma and the following further experience in professional scientific duties obtained after their degree or diploma: **[AGREED]**

- (i) when a graduate (four or five year course) – four years’ experience;
 - (ii) when a graduate (three year course) – five years’ experience, or
- (b) that they possess qualifications acceptable to:
- (i) the Royal Australian Chemical Institute for admission to the grade of **Chartered Member**; or **[AGREED]**
 - (ii) the Australian Institute of Physics for admission to the grade of Member **(MAIP)**; or **[AGREED]**
 - (iii) the Australasian Institute of Mining and Metallurgy for admission to the grade of **Member**; or **[AGREED]**
 - (iv) the Australian Institute of Food Science and Technology for admission to the grade of **Professional Member**. **[AGREED]**

13. ORDINARY HOURS OF WORK AND ROSTERING

13.1 For the purpose of the NES, ordinary hours of work under this award are 38 per week.

13.2 An employee who by agreement with their employer is working a regular cycle (including shorter or longer hours) must not have ordinary hours of duty which exceed an average of 38 hours per week over **a six-month** cycle. **[AGREED]**

13.3 Level 1 – Graduate Professional and Level 2 – Experienced Professional

- (a) For employees at Level 1 – Graduate Professional and Level 2 – Experienced Professional, employers must compensate for:
- (i) time **required by the employer to be worked in** excess of ordinary hours of duty; **[AGREED]**
 - (ii) time **required by the employer to be** worked on call-backs; **[AGREED]**
 - (iii) time **required by the employer to be** spent standing by in readiness for a call-back; **[AGREED]**
 - (iv) time **required by the employer to be** spent carrying out professional engineering duties or professional scientific/information technology duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or **[AGREED]**

- (v) time required by the employer to be worked on afternoon, night or weekend shifts or on public holidays. **[AGREED]**
- (b) Compensation may include:
 - (i) granting time off on the basis of one hour of time off for each additional hour worked beyond the ordinary hours of work; Time off shall be taken at a time agreed upon between the employer and employee within 12 months, or paid out by the employer at the minimum award rate specified in clause 14.1. **[AI GROUP TO CLARIFY POSITION AFTER CONSULTATION WITH MEMBERS]**
 - (ii) granting special additional remuneration;
 - (iii) taking relevant factors in clause 13.3 into account in the fixation of an annual salary; **[AGREED]** or
 - (iv) granting a special allowance or loading.
- (c) An employee shall be advised in writing by the employer of the method of compensation being used in respect of any of the matters specified in clause 13.3(a). If the employer is compensating the employee by a method identified in clause 13.3(b)(ii) or clause 13.3(b)(iv), the employer shall identify the amount of the special additional remuneration, special allowance or loading that is being paid. **[AGREED]**
- (d) In circumstances where an employee is paid compensation in accordance with clause 13.3(a)(v) for work on afternoon, night or weekend shifts or on public holidays in an office or other establishment where the majority of employees are carrying out similar work in the same work environment and are entitled to loadings or penalties for such similar work in the same working environment under a different award, the employee's compensation shall not be less than the compensation paid to the majority of employees. **[AGREED]**
- (e) The compensation in clause 13.3(a) and (b) must be reviewed annually to ensure that it is set at an appropriate level having regard to the factors listed in this clause. **[AGREED]**
- (f) If an employee is paid an annual salary in accordance with clause 13.3(b)(iii), the employer must each 12 months, or at the end of a cycle of averaging of the 38 hour week, or upon termination of employment, calculate the number of ordinary hours worked by the employee and any additional hours that the employee was required by the employer to work. If the salary that has been paid is less than the amount that the

employee would have received if the employee was paid at the relevant minimum award rate in clause 14.1 for each ordinary hour and each additional hour that the employee was required by the employer to work, the employer shall pay the employee the amount of the shortfall within one month. **[AGREED]**

- (g) The employer must keep a record of the ordinary hours of work and any additional hours that the employee is required by the employer to work. In addition, the employer must keep a record of the arrangements implemented in accordance with clause 13.3(b). The employer must make a copy of these records available for inspection and copying on request by the employee to whom the record relates. **[AGREED]**

13.4 Level 3 Professional and Level 4 Professional

- (a) For employees classified at Level 3 – Professional or Level 4 – Professional, employers must compensate for:
- (i) time required by the employer to be worked regularly in excess of ordinary hours of duty; **[AGREED]**
 - (ii) time required by the employer to be worked on call-backs; **[AGREED]**
 - (iii) time required by the employer to be spent standing by in readiness for a call-back; **[AGREED]**
 - (iv) time required by the employer to be spent carrying out professional engineering duties or professional scientific/information technology duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or **[AGREED]**
 - (v) time required by the employer to be worked on afternoon, night or weekend shifts. **[AGREED]**
- (b) Compensation may include:
- (i) granting special additional leave;
 - (ii) granting special additional remuneration;
 - (iii) taking relevant factors in clause 13.4(a) into account in the fixation of an annual salary; **[AGREED]**

(iv) granting a special allowance or loading.

13.5 Transfers

- (a) Where an employee is transferred permanently from day work to shiftwork or from shiftwork to day work, such employee should receive at least one month's notice, unless the employer and the employee may agree on a lesser period of notice.
- (b) Clause 13.7(a) is subject to the requirements of clause 24—Consultation about changes to rosters or hours of work.