

The Alpine Resorts Award—Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 February 2019	Incorporate change resulting from <a href="#">PR582957</a>	25.7(a), Schedule B (table 5)
	Incorporate changes resulting from <a href="#">PR599077</a>	12.4, 15.4, 18.1, 18.2, 23, 25.2, 12.5, 15, 18, 25, Schedule C, D.1.2
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3500</a> , <a href="#">PR606417</a> , <a href="#">PR606570</a> , <a href="#">PR606630</a>	18, 21, Schedule C, Schedule D, Schedule G
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3936</a> , <a href="#">PR609421</a>	22A
	Incorporates changes resulting from <a href="#">[2018] FWCFB 6863</a> , <a href="#">PR701495</a>	6
	Incorporates changes resulting from <a href="#">[2018] FWCFB 5986</a>	16.3(c)(ii), 24.1(a), 23, Schedule B
	Consequential change arising from <a href="#">[2018] FWCFB 5986</a>	Schedule H (deleted)
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4704</a> , <a href="#">PR610258</a>	5, 34, 31, 32, 33
	Administrative changes by Modern Awards team	13.10 (deleted), 19
	Incorporate changes resulting from <a href="#">[2016] FWCFB 7254</a> <a href="#">Exposure Draft</a>	10.1(c), 15.3
14 October 2019	Incorporating changes resulting from <a href="#">[2015] FWCFB 4658</a> at [57]	21
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1333</a> at [35]	1.5 (deleted)
	Incorporates changes resulting from <a href="#">[2019] FWCFB 2548</a> , <a href="#">PR706893</a>	35
	Incorporating plain language amendments to clause content resulting from <a href="#">[2019] FWCFB 2698</a>	1.4 (deleted), Schedule D
	Incorporating changes resulting from <a href="#">[2019] FWCFB 3500</a> , <a href="#">PR707508</a> , <a href="#">PR707735</a> , <a href="#">PR709080</a>	18, 21, Schedule C, Schedule D, Schedule G
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5144</a>	29
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5145</a> , <a href="#">PR712219</a> .	7, 30
Incorporating changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.3, 4.4	

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<b>Publication date</b>	<b>Reason for amendments</b>	<b>Clauses affected</b>
	Incorporating changes resulting from <a href="#">[2019] FWCFB 6894</a>	11.3, 11.4
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles, and clause content in accordance with <a href="#">[2019] FWCFB 5409</a> at [6] and Attachment A	Part 1—, 1, 2, 9, 10, 11, 12, 16, 18, Part 5—, 23, Part 6—, 28, Part 8—, 34, 35, Schedule E— National Training Wage (deleted), Schedule H— Definitions(moved), Schedule F, Schedule H
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 19, 32
	Administrative change by Modern Awards team	11.2

## **EXPOSURE DRAFT**

### **Alpine Resorts Award 20XX**

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Alpine Resorts Award 2010* (the Alpine award) as at 8 December 2014 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the Alpine award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with sections 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/198](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Alpine Resorts Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~1.4 Schedule H—Definitions sets out definitions that apply in this award.~~
- ~~1.5 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, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

### 2. Definitions

In this award, unless the contrary intention appears:

[Act](#) means the *Fair Work Act 2009* (Cth)

**adult apprentice** means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

**alpine resort** has the meaning given in clause 4.2

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

**employee** means national system employee within the meaning of the [Act](#)

**employer** means national system employer within the meaning of the [Act](#)

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**junior employee** means an employee who is less than 19 years old

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**rostered day off (RDO)** means any day on which an employee, by virtue of the employee's roster, is not rostered to attend for rostered hours of work and does not include non-working days

**seasonal employee** means an employee engaged to perform work for the duration of a specified season

**shiftworker** means an employee who:

- is employed by an employer which has shifts continuously rostered 24 hours a day for ~~seven~~7 days a week; and
- is regularly rostered to work those shifts; and
- regularly works on Sundays and public holidays

**snowsports instructor** is an employee whose primary role is teaching skiing or boarding including race and specialist program coaches

**standard rate** means the minimum hourly rate for a Resort Worker Level 2 in clause 18.1

### 3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 4. Coverage

Coverage issue remains outstanding with a further decision to be issued – see [\[2019\] FWCFB 3347](#) at [7].

Clauses 4.3 and 4.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

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- 4.1 This industry award covers employers throughout Australia who operate an alpine resort and their employees in the classifications within Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 **Alpine resort** means an establishment whose business, among other things, includes alpine lifting.
- 4.3 This award covers any employer which supplies labour on an on-hire basis to the alpine resort industry in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause~~ Clause 4.3 operates subject to the exclusions from coverage in this award.
- 4.4 This award covers employers which provide group training services for apprentices and trainees engaged in the alpine resort industry and/or parts of that industry ~~set out at clause 4.1~~ and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 4.1 are being performed. ~~This subclause~~ Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5 This award does not cover:
- (a) employees excluded from award coverage by the ~~Fair Work Act 2009 (Cth)~~ (the Act);
  - (b) 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; or
  - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.6 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. Individual flexibility arrangements

- 5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or

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- (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:



- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## 6. Requests for flexible working arrangements

### 6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

### 6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

**6.3 What the written response must include if the employer refuses the request**

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

**6.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 33—Dispute resolution.

**7. Facilitative provisions**

Clause 7 amended in accordance with [\[2019\] FWCFCB 5145](#) at [50]. Consequential amendment as a result of [PR712219](#).

**7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**7.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
23.2	Time off instead of payment for overtime	An individual

Clause	Provision	Agreement between an employer and:
25.3	Annual leave in advance	An individual
25.8	Cashing out of annual leave	An individual
30.3	Substitution of public holidays by agreement	<del>The majority of employees</del> An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

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

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

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

### 9. Full-time employees

9.1 A full-time employee is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week over a maximum work cycle of four weeks.

### 10. Part-time employees

10.1 A part-time employee:

- (a) is paid the minimum hourly rate applicable to their classification as set out in clause 18—Minimum rates for the hours worked in any week;
- (b) is engaged to work an average of at least ~~eight~~ 8 and no more than 38 hours per week over a work cycle of ~~four~~ 4 weeks; and
- (c) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees.

10.2 At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least:

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- (a) the number of hours to be worked each day;
- (b) which days of the week the employee will work; and
- (c) the start and finish times each day.

## 11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Administrative change to clause 11.2 by modern awards team.

**11.1** A casual employee is an employee who is engaged and paid as a casual employee in any classification in this award.

### 11.2 Casual loading

- (a) For each ~~ordinary~~ hour worked, a casual employee must be paid:
  - (i) the minimum hourly rate; and
  - (ii) a loading of **25%** of the minimum hourly rate, for the classification in which they are employed.
- (b) A casual employee is an employee engaged as such in any classification in this award and must be paid a casual loading of **25%**. This loading is paid as compensation for annual leave, paid personal/carer's leave, paid compassionate leave, notice of termination, redundancy benefits and the other entitlements from which they are excluded by the terms of this award and the [NES](#).

### 11.3 ~~Casual conversion to full-time or part-time employment~~

Casual conversion clause has been referred to Plain Language Full Bench (see [\[2018\] FWCFB 5602](#)).

The Full Bench in [AM2019/17](#) has expressed the *provisional* view that the current casual conversion clause be inserted pending the resolution of issues associated with the drafting of the term – see [\[2019\] FWCFB 6894](#) at [81].

#### ~~(a) Eligible casual employee~~

~~An eligible casual employee is a casual employee:~~

- ~~(i) who works on a regular and systematic basis;~~
- ~~(ii) who is employed for a sequence of periods of 12 months; and~~
- ~~(iii) whose employment is to continue beyond the period of 12 months.~~

~~An eligible casual employee has the right, after 12 months, to elect to have their contract of employment converted to full-time or part-time employment.~~

~~(b) Notice and election of casual conversion~~

- ~~(i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 11.3 within four 4 weeks of the employee having reached the 12 month period.~~
- ~~(ii) The eligible casual employee retains their right of election under clause 11.3 if the employer fails to comply with clause 11.3(b)(i).~~
- ~~(iii) An eligible casual employee may give four 4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full time or part time employment either:
  - ~~• upon receiving notice under clause 11.3(b)(i); or~~
  - ~~• after the expiry of the time for giving notice.~~~~
- ~~(iv) An eligible casual employee who does not elect to convert their contract of employment to full time or part time employment within four 4 weeks of receiving written notice is deemed to have elected against any conversion.~~

~~(c) Full time or part time conversion~~

- ~~(i) An eligible casual employee who has worked on a full time basis throughout their period of employment has the right to elect to convert their contract of employment to full time employment.~~
- ~~(ii) An eligible casual employee who has worked on a part time basis during the period of casual employment has the right to elect to convert their contract of employment to part time employment, on the basis of the same number of hours and times of work as previously worked.~~
- ~~(iii) However, the employer and the employee may agree on an alternative arrangement.~~
- ~~(iv) If an eligible casual employee has elected to have their contract of employment converted to full time or part time employment in accordance with clause 11.3(b)(iii) the employer and employee must, subject to clause 11.3(e)(i) and (ii), discuss and agree on:
  - ~~• which form of employment the employee will convert to, being full time or part time; and~~
  - ~~• if the employee will become a part time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10.2.~~~~
- ~~(v) Following agreement being reached, the employee converts to full time or part time employment.~~

~~(d) Employer consent or refusal to casual conversion~~

- ~~(i) The employer must consent or refuse the election within four 4 weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.~~

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- ~~(ii) Any dispute about a refusal of an election to convert a contract of employment will be dealt with as far as practicable with expedition through the dispute settlement procedure.~~
- ~~(iii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.~~
- ~~(iv) After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.~~
- ~~(e) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable with expedition through the dispute settlement procedure~~
- ~~(f) An employee must not be engaged and re-engaged to avoid any obligation under this award.~~
- (a) A casual employee, other than an irregular casual employee as defined in clause 11.4, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 12 months. The employee retains their right of election under this clause if the employer fails to comply with this paragraph.
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 11.3(a), upon receiving notice under clause 11.3(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer will consent to or refuse the election but must not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment will be dealt with as far as practicable with expedition through the dispute settlement procedure.
- (e) Once a casual employee has elected to become and has been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause

11.3(d), the employer and employee in accordance with this subclause, and subject to clause 11.3(d), will discuss and agree upon:

- which form of employment the employee will convert to, that is, full-time or part-time; and
- if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10.2.

Following such agreement being reached, the employee will convert to full-time or part-time employment.

(g) Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

(h) Where, in accordance with clause 11.3(d) an employer refuses an election to convert, the reasons for doing so will be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

(i) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable with expedition through the dispute settlement procedure.

An employee must not be engaged and re-engaged to avoid any obligation under this award

#### 11.4 Irregular casual

An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis. The provisions of clause 11.3 do not apply to irregular casual employees.

#### 11.5 Minimum engagement

- (a) At the time of engagement, an employer must inform a casual employee:
- (i) that they are employed on a casual basis;
  - (ii) who they are employed by;
  - (iii) the job they will perform;
  - (iv) their classification level;
  - (v) the actual or likely number of hours they will work; and
  - (vi) their rate of pay.

- (b) A casual employee, other than a Snowsport Instructor, is entitled to a minimum payment of ~~two~~2 hours' work on each occasion they are required to work.
- (c) In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum hours.

## 12. Seasonal employees

- 12.1 An employer may employ seasonal employees in any classification in this award.
- 12.2 A seasonal employee may be engaged on either a full-time or part-time basis.
- 12.3 A full-time seasonal employee is a seasonal employee who is engaged to work 38 ordinary hours per week (or an average of 38 ordinary hours over the anticipated length of their employment).
- 12.4 A part-time seasonal employee is a seasonal employee who is engaged to work less than 38 ordinary hours per week (or an average of less than 38 ordinary hours over the anticipated length of their employment).
- 12.5 In the event of adverse climatic conditions a seasonal employee may have their anticipated period of seasonal employment reduced.
- 12.6 The employer will advise each seasonal employee either in writing or verbally prior to the end of the season whether that employee's employment will be terminated at the end of the season.
- 12.7 Seasonal employees will be paid the hourly rate applicable to their classification as set out in clause 18—Minimum rates.

## 13. Apprentices

- 13.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 18.4, 18.5 and 18.6.
- 13.2 An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shiftwork.
- 13.3 An apprentice will be engaged for a minimum of ~~four~~4 hours per shift.
- 13.4 Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that ~~this~~ clause 13.4 will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- 13.5 For the purposes of clause 13.4, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable



expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

- 13.6** The amount payable by an employer under clause 13.4 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- 13.7** All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within ~~six-6~~ months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within ~~three-3~~ months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- 13.8** An employer may meet its obligations under clause 13.7 by paying any fees and/or cost of textbooks directly to the RTO.
- 13.9** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 13.10** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. ~~This subclause- Clause~~ 13.10 operates subject to the provisions of Schedule F—School-based Apprentices.
- 13.11** No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- 13.12** Except as provided in ~~this-clause\_13~~ or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

## **14. Classifications**

The definitions of the classification levels under this award are set out in Schedule A—Classification Definitions.

## **Part 3—Hours of Work**

### **15. Ordinary hours of work**

- 15.1** Ordinary hours may be worked on any ~~five-5~~ days of the week with a maximum of 10 hours per day.

- 15.2 A full-time employee's ordinary hours of will average 38 per week over a maximum work cycle of ~~four~~4 weeks.
- 15.3 The ordinary hours of part-time employees will average at least ~~eight~~8 and no more than 38 hours per week over a maximum work cycle of ~~four~~4 weeks.
- 15.4 The ordinary hours of casual employees will not exceed an average of 38 hours per week over a maximum work cycle of ~~four~~4 weeks.

**15.5 Make-up time**

Notwithstanding provisions elsewhere in this award, the employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

- (a) with the consent of the employer, an employee may elect to work make-up time where the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award;
- (b) with the consent of the employer, an employee on shiftwork may elect to work make-up time where the employee takes time off during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.

**16. Rostering arrangements**

16.1 The employer must prepare a roster showing the name of each employee and their days of work and starting and finishing times and post it on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes it more accessible.

16.2 The roster will be alterable:

- (a) at any time by mutual consent;
- (b) by the employer on the day before the shift was originally scheduled; or
- (c) as soon as is reasonably practicable when notice is unable to be given on the day before the shift.

**16.3 Rostered days off**

- (a) Clause 16.3 only applies to full-time employees other than seasonal employees.
- (b) **Notice**
  - (i) An employer will give at least one week's notice of a rostered day off.
  - (ii) An employee may agree to a lesser period of notice than that specified in clause 16.3(b)(i).

(c) **Substitute days**

- (i) An employer may require an employee to work on the employee's rostered day off in the event of an emergency.
- (ii) In the circumstances addressed by clause 16.3(c)(i), the employee will be paid at **150%** of the minimum hourly rate for all time worked on the rostered day off and will be granted another rostered day off.

**17. Breaks**

- 17.1 If an employee, including a casual employee, is required to work for ~~five~~5 or more hours in a day they must be given an unpaid meal break of no less than 30 minutes.
- 17.2 The break must be given no earlier than one hour after starting work and no later than ~~six~~6 hours after starting work.
- 17.3 Where operational requirements do not allow time for an unpaid meal break in accordance with clause 17.1, the employee will be given a paid meal break of 20 minutes.
- 17.4 If the unpaid meal break is rostered to be taken ~~five~~5 hours after starting work, the employee must be given an additional 20 minute paid meal break. The employer must allow the employee to take this additional meal break no earlier than ~~two~~2 hours after starting work and no later than ~~five~~5 hours after starting work.
- 17.5 If an employee is not given a meal break in accordance with clauses 17.1 or 17.4 the employer must pay the employee overtime rates from the end of ~~six~~6 hours until either the meal break is given or the shift ends.
- 17.6 An employee is entitled to receive an additional 30 minute unpaid meal break for each additional ~~five~~5 hours worked per day. The taking of any additional meal breaks is to be as per clauses 17.4 and 17.5 above.

**Part 4—Wages and Allowances**

**18. Minimum rates**

Monetary amounts in this clause have been adjusted as a result of AWR 2019 – changes not tracked.

**18.1 Alpine resort workers**

An employer must pay adult employees (other than apprentices) the following minimum ~~rates-wages~~ for ordinary hours worked by the employee:

Classification	Minimum hourly rate \$
Training	19.50

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Classification	Minimum hourly rate \$
Resort Worker Level 1	20.06
Resort Worker Level 2	20.83
Resort Worker Level 3	21.56
Resort Worker Level 4	22.68
Resort Worker Level 5	23.42
Resort Worker Level 6	24.12
Resort Worker Level 7	24.77

See Schedule C—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

**18.2 Snowsports Instructors**

An employer must pay adult employees (other than apprentices) the following minimum **rateswages** for ordinary hours worked by the employee:

Classification	Minimum hourly rate \$
Instructor Category A	31.04
Instructor Category B	27.91
Instructor Category C	24.81
Instructor Category D	21.69
Instructor Category E	20.66

See Schedule C—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

**18.3 Junior employee **rates****

(a) The minimum **rateswages** for junior employees are the following percentages of the minimum hourly rate prescribed for the appropriate adult classification:

Age	%
17 years and under	70
18 years	80
19 years and over	100

(b) Junior employees working in roles that undertake liquor service must be paid at the relevant adult minimum **ratewage**.

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- (c) An employer may require an employee to provide proof of their age such as a birth certificate or other satisfactory evidence. The employer must cover the cost of obtaining a birth certificate if required.
- (d) An employee under the age of 18 years will not be required to work more than 10 hours in a shift.

**18.4 Apprentice rates**

An apprentice will be paid the following percentage of the minimum ratewage for the appropriate adult classification:

Year	%
First year	55
Second year	65
Third year	80
Fourth year	95

**18.5** All percentages prescribed in this clause 18 will be calculated to the nearest 10 cents. Any amount less than five-5 cents will be round down, any amount five-5 cents or more will be rounded up to the higher 10 cents.

**18.6 Adult apprentice rates**

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the Resort Worker Level 4 rate in clause 18.1, or the rate prescribed by clause 18.4 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 18.1 or the rate prescribed by clause 18.4 for the relevant year of the apprenticeship, whichever is the greater.
- (c) An adult apprentice must not suffer a reduction in their minimum wage under this award because they have entered into a training agreement if they were employed by the employer at that enterprise immediately before entering into a training agreement, either:
  - (i) on a full-time basis for at least six-6 months; or
  - (ii) on a part-time or regular and systematic casual basis for at least 12 months.
- (d) If an employee meets the requirements set out in clause 18.6(c) they must continue to receive the minimum wage that applied to their classification immediately before entering into the training agreement.

**18.7 School based apprentices**

For school-based apprentices, see Schedule F—School-based Apprentices.

### 18.8 National training wage

- (a) Schedule E to the *Miscellaneous Award 20~~10~~XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20~~10~~XX* as at 1 July ~~2019~~2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20~~10~~XX* is to be read as referring to the *Alpine Resorts Award 20~~10~~XX* and not the *Miscellaneous Award 20~~10~~XX*.

### 18.9 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule G—Supported Wage System.

## 19. Payment of wages

Payment of wages on termination is being considered in matter [AM2016/8](#).

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

19.1 Wages will be paid either weekly, fortnightly or monthly.

19.2 Wages will be paid into the employee’s nominated bank account by electronic funds transfer without cost to the employee.

## 20. Higher duties, dual-role employment and multi-hiring arrangement

### 20.1 Higher duties

- (a) An employee engaged on work for more than a total of ~~two~~ 2 hours on any day or shift at a higher level than their ordinary classification, must be paid the higher rate for the whole day or shift.
- (b) An employee engaged on work for a total of ~~two~~ 2 hours or less on any day or shift, at a higher level than their ordinary classification must be paid the higher rate for the time worked at the higher level.
- (c) Where clause 20.1 applies, clauses 20.2 and 20.3 do not apply.

### 20.2 Dual-role employment

- (a) Due to the unique nature of most positions under this award, in that they are generally only available during that part of the year when alpine lifting is being provided, employees may be offered dual-role employment (where operational requirements allow) in which the employee may have ~~two~~ 2 distinct roles.

- (b) In these circumstances any offer of employment will set out the terms and conditions for each role and these will be mutually agreed between the ~~two~~<sup>2</sup> parties prior to the commencement of this type of employment.
- (c) Where clause 20.2 applies, clause 20.1 only applies to work within each role.

### 20.3 Multi-hiring arrangement

- (a) An employee may agree to be engaged on a multi-hiring arrangement as an alternative, or in addition to, dual-role employment.
- (b) If an employer and an employee enter into a multi-hiring arrangement, the parties must agree on the primary role of the employee.
- (c) The employer may then offer the employee, and the employee may undertake, a non-primary role (or roles) in any level or classification within Schedule A—Classification Definitions that they are qualified for, provided that:
  - (i) any non-primary role is to be undertaken, and paid for, on a casual basis; and
  - (ii) any hours worked by an employee in a non-primary role do not count toward ordinary hours or overtime in the employee’s primary role.
- (d) Where clause 20.3 applies, clause 20.1 only applies to work within each role.

## 21. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
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Note inserted in accordance with <a href="#">[2015] FWCFB 4658</a> at [57].
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[NOTE: Regulations 3.33\(3\) and 3.46\(1\)\(g\) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.](#)

**21.1** Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 21. See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 21.2 Wage-related allowances

#### (a) Sewerage treatment plant allowance

Employees will be paid an allowance of **\$9.37** for each shift they are engaged in work at a designated sewerage treatment plant.

### 21.3 Expense-related allowances

#### (a) Meal allowance

An employee must be supplied with a meal or paid an allowance of **\$13.38** if required to work overtime for more than ~~two~~<sup>2</sup> hours per shift without being notified on the previous day or earlier.

**(b) Boot allowance**

An employee will be paid an allowance of **\$0.16** per hour if directed to wear specific outdoor footwear as part of their employment and this footwear is not supplied by the employer. This does not include items such as black shoes for service staff.

**(c) Equipment allowance**

An employee will be paid an allowance of **\$0.33** per hour if required to provide ski/board equipment as part of their employment, and this equipment is not supplied by the employer. An employee entitled to the equipment allowance will be entitled to this instead of the boot allowance.

**(d) Protective clothing reimbursement**

**(i)** The employer must provide all employees who are outdoor workers, including Snowsports Instructors, with appropriate wet weather and protective clothing free of charge, or must reimburse the employee the cost of purchasing such clothing.

**(ii)** Where protective clothing, uniforms and/or other tools and equipment are supplied without cost to the employee or the cost has been reimbursed to the employee:

- it will remain the property of the employer and will be returned to the employer when requested on termination of the employee's employment;
- any loss or damage through misuse by the employee will be charged against the employee's wages; and
- a deduction at a reasonable rate may be made by the employer, provided that no deduction will be made for reasonable wear and tear.

**(e) Airfare reimbursement**

**(i)** Snowsports Instructors, who are in Category A, B or C as set out in Schedule A—Classification Definitions, are entitled to an airfare reimbursement of up to **\$884.48** where they are:

- engaged overseas in the Northern Hemisphere in the preceding season as part of an exchange program or working as a full-time instructor for a full season at a snowsports school in the Northern Hemisphere approved by prior arrangement with the school director; or
- engaged overseas in the Northern Hemisphere in the preceding season and enter Australia as temporary non-residents.

**(ii)** In order to qualify for an airfare reimbursement the employee will be required to:



- prove that a minimum of ~~eight~~ weeks has been worked on a full-time basis at an approved snowsports school in the Northern Hemisphere; and
- produce the original airline ticket in order to prove that the expense has been incurred.

## **22. Superannuation**

### **22.1 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.

### **22.2 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.

### **22.3 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 22.2.
- (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 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

### **22.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount

authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) HOSTPLUS;
- (b) AustralianSuper;
- (c) CareSuper;
- (d) 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 and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (e) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Overtime and Penalty Rates

### 23. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

#### 23.1 Overtime

An employee, other than a Snowsports Instructor, must be paid overtime rates for:

- (a) any hours in excess of the ordinary hours per week that the employee is engaged to work;
- (b) any hours in excess of 10 per day, excluding meal breaks; or
- (c) any hours in excess of an average of 38 per week over the length of the cycle.
- (d) The overtime rates are as follows:

<b>For overtime worked on</b>	<b>Overtime rate % of minimum hourly rate</b>
Monday to Sunday—first 2 hours	150
Monday to Sunday—after 2 hours	200

#### 23.2 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

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- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 23.2.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in clause 23.2(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 23.2 is set out at Schedule H—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule H—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 23.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 23.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 23.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 23.2(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 23.2 as an employee record.

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- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.2 will apply, including the requirement for separate written agreements under clause 23.2(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.2.

## 24. Penalty rates

### 24.1 Payment for work performed on public holidays

- (a) Employees other than Snowsports Instructors must be paid for at **250%** of the minimum hourly rate of pay for all time worked on a public holiday.
- (b) In the case of casual employees this rate includes the casual loading of **25%**.

## Part 6—Leave and Public Holidays

### 25. Annual leave

25.1 Annual leave is provided for in the [NES](#).

25.2 When an employee takes a period of paid annual leave or is paid for accrued leave on termination, the employee will be paid an annual leave loading of **17.5%** of the base rate of pay for the period in addition to the payment required to be made under Division 6 of the [NES](#).

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

### 25.3 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 25.3 is set out at Schedule I—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 25.3 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 25.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 25.4 Close-down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

An employer may require an employee to take annual leave by giving at least ~~four~~ 4 weeks' notice as part of a close-down of its operations.

### 25.5 Excessive leave accruals: general provision

NOTE: Clauses 25.5 to 25.7 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by [Schedule H clause 2](#)—Definitions).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 25.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- (d) Clause 25.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### 25.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 25.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 25.6(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 25.6(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 25.6(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 25.6(d) may result in the direction ceasing to have effect. See clause 25.6(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

#### 25.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 25.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 25.7(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

- (ii) the employee has not been given a direction under clause 25.6(a) that, when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 25.7(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 25.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by ~~Schedule H clause 2~~—Definitions) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 25.7(a).

#### 25.8 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.8.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 25.8 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 25.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 25.8 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 25.8.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.8.

NOTE 3: An example of the type of agreement required by clause 25.8 is set out at Schedule J—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule J—Agreement to Cash Out Annual Leave.

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

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

## **27. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the [NES](#).

## **28. Community service leave**

Community service leave is provided for in the [NES](#).



**29. Unpaid family and domestic violence leave**

Clause 29 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

**30. Public holidays**

Clause 30 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712219](#).

**30.1** Public holidays are provided for in the [NES](#).

**30.2** Where an employee other than a Snowsports Instructor works on a public holidays they will be paid in accordance with clause 24.1.

**30.3 Substitution of public holidays by agreement**

~~The employer and the majority of employees in an enterprise or section of an enterprise may agree to substitute another day for a public holiday.~~

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

**30.4 Additional arrangements for employees other than casuals**

An employee whose rostered day off falls on a public holiday must, subject to clause 30.3, either:

- (a) be paid an extra day’s pay; or
- (b) be provided with an alternative day off within 28 days; or
- (c) receive an additional day’s annual leave.

- 30.5** A permanent or seasonal employee who works on a public holiday which is subject to substitution as provided for in clause 30.3 will be entitled to the benefit of the substitute day.

## Part 7—Consultation and Dispute Resolution

### 31. Consultation about major workplace change

- 31.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
  - (b) discuss with affected employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 31.2** For the purposes of the discussion under clause 31.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 31.3** Clause 31.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 31.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 31.1(b).
- 31.5** In clause 31 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or

- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

31.6 Where this award makes provision for alteration of any of the matters defined at clause 31.5, such alteration is taken not to have significant effect.

## 32. Consultation about changes to rosters or hours of work

32.1 Clause 32 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

32.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

32.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 32.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

32.4 The employer must consider any views given under clause 32.3(b).

32.5 Clause 32 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## 33. Dispute resolution

33.1 Clause 33 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

33.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

33.3 If the dispute is not resolved through discussion as mentioned in clause 33.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 33.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 33.2 and 33.3, a party to the dispute may refer it to the Fair Work Commission.
- 33.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 33.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 33.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 33.
- 33.8 While procedures are being followed under clause 33 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 33.9 Clause 33.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 34. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

#### 34.1 Notice of termination by an employee

- (a) Clause 34.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

<b>Column 1</b>	<b>Column 2</b>
<b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks

Column 1	Column 2
<b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 34.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 34.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 34.1(b), then no deduction can be made under clause 34.1(d).
- (f) Any deduction made under clause 34.1(d) must not be unreasonable in the circumstances.

#### 34.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 34.2 is to be taken at times that are convenient to the employee after consultation with the employer.

### 35. Redundancy

Clause 35 substituted in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706893](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

#### 35.1 Transfer to lower paid duties on redundancy

- (a) Clause 35.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 35.1(c).

(c) If the employer acts as mentioned in clause 35.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### **35.2 Employee leaving during redundancy notice period**

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 35 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **35.3 Job search entitlement**

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 35.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 35.3(b).

(d) An employee who fails to produce proof when required under clause 35.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 34.2.

## Schedule A—Classification Definitions

### A.1 Training level

**A.1.1 Training Level** is the level at which staff are undergoing training prior to being deemed competent to undertake their substantive role at the appropriate Resort Worker Level, excluding those who are being trained in Plant Operators role. It is also the rate to be paid to staff while attending orientation or induction programs.

**A.1.2** The maximum period of time on which an employee may be engaged at the Training Level is ~~seven~~ 7 weeks.

### A.2 Resort Worker Level 1

**A.2.1 Resort Worker Level 1** means an employee who is engaged in a role that requires no previous experience, some on-the-job training and who works under supervision in roles including:

- Carparking duties
- Outdoor and Indoor Assistant roles including Race Event Workers, Snowsports Assistants, Painters and Lift Attendants whose roles are primarily focused on specific labouring tasks
- General unskilled labour tasks
- Bar Assistant who is employed primarily in non-service duties
- Food Service Assistant—duties including removing food plates, setting and/or wiping down tables, cleaning and tidying of associated areas
- Kitchenhand duties
- Housekeeping duties assisting under supervision in the servicing of resort property and cleaning thereof
- Laundry duties assisting in laundry service

### A.3 Resort Worker Level 2

**A.3.1 Resort Worker Level 2** means an employee who is engaged in a role that requires some previous relevant experience or qualifications, detailed on-the-job training for the specific employer's requirements and work under supervision.

**A.3.2** The following roles are examples:

- An employee who is engaged in general clerical or office duties
- Guest Service roles including Ticket and Pass sales, Hire sales and service, Retail Sales, Concourse Attendants and Tour Guides
- Trainee Plant Operator roles (including Trainee Train Drivers) who are undergoing training and assessment and are yet to be deemed competent

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- A person involved in the coordination and instruction of other staff involved in Carparking operations
- Unqualified Child Care Workers
- Municipal Services (garbage collection etc.)
- Pool attendants with lifeguard qualifications
- Ticket Checkers, Uniform Room Attendants and Mountain Awareness staff
- Snowsports administrative staff who are responsible for the booking of lessons
- Bar duties including service, cellar and bottle sales
- Food Service duties including service, cashier and waiting duties
- Housekeeping involved in the servicing and cleaning of resort property
- A Cook being an unqualified person involved in the preparation, butchering or cooking of food
- An employee who is engaged in reception/reservations duties including night auditing, telephonist, receptionist, cashier, information services, portering or reservations.
- Laundry duties involved in laundry production duties such as machine operation

### **A.4 Resort Worker Level 3**

**A.4.1 Resort Worker Level 3** means an employee who is engaged in a role that requires significant previous experience in the field in which they are to be employed or who will be involved in roles that require specialist training by the employer.

**A.4.2** The following roles are examples:

- A Lift Operator who is responsible for the safe operation of aerial and surface lifting, the loading and unloading of guests, maintaining the lift station and reporting of mechanical faults to appropriate trades and supervisory staff
- An employee involved in Mountain operation roles such as Assistant Ski Patrol and Trail Crew
- Trades Assistants in Electrical, Mechanical, Fitting & Machinery and Building disciplines including (but not limited to) Electrical Assistants, Track Maintenance Assistants, Fitters and Machinists, Carpentry Assistants and Leading Hand Labourers
- Beauty Therapist and Spa Attendant
- Storeperson or Cellar person with forklift qualifications and who is engaged as such
- Food Service & Bar staff who supervise staff of a lower grade and who work without supervision



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- A Kitchen attendant who has the responsibility for the supervision, training and coordination of kitchen attendants of a lower grade
- An employee in a Housekeeping, Porter or Laundry role who has the appropriate level of training and who is employed to supervise employees of a lower grade
- An employee who is engaged in night auditing, Hotel reception or reservations who has more than three years' experience in a similar role in a Hotel or Travel Reservations business

## **A.5 Resort Worker Level 4**

**A.5.1 Resort Worker Level 4** means an employee who is engaged in a role that requires specialist skills built on previous experience and qualifications or who provides direction for staff at a lower level.

**A.5.2** The following roles are examples:

- An employee who is engaged in the supervision of other staff involved in reception/reservations duties including night auditing, telephonist, receptionist, cashier, information services or reservations
- An employee who is engaged in the supervision of Guest Service roles including Ticket and Pass sales, Hire sales and service, Retail Sales, Concourse Attendants and Information and Tour Guides
- An employee engaged in Cashroom, Treasury or other similar back office cash reconciliation roles
- Experienced Painters
- Qualified Fitness Instructor with lifeguard qualifications
- Bar and Food Service staff who supervise staff of a lower grade in running a particular section, restaurant or bar
- A Qualified Chef, who has completed an apprenticeship in this discipline
- An employee who is engaged as an Inventory Controller or Uniform Room Coordinators

## **A.6 Resort Worker Level 5**

**A.6.1 Resort Worker Level 5** means an employee who has the appropriate level of training and who is employed to supervise and/or train employees of a lower grade.

**A.6.2** The following roles are examples:

- An employee who is engaged in the supervision of Lift Operators
- Treasury/Cashroom staff

## **A.7 Resort Worker Level 6**

**A.7.1 Resort Worker Level 6** means an employee who is engaged in a role that requires the completion of a recognised qualification in the field in which they are employed and have been deemed competent to fulfil the following roles:

- A Plant Operator who has been deemed competent in the operation of plant and equipment including (but not limited to) Transport vehicles, Groomers, Excavators, Cranes, Trains, Snowmaking or Sewerage Plant equipment
- Railway Track Inspectors
- A Child Care Worker who has completed as a minimum an AQF Certificate 3 or 4 in Children’s Services (or equivalent)
- A qualified Ski Patroller
- Trade qualified staff who have completed an apprenticeship in an Electrical, Fitting, Mechanical, Painting, Spray Painting, Carpentry or Building discipline and are undertaking work in their relevant discipline
- An employee who is employed to Supervise staff undertaking Trail Crew or Snowsports Reservations duties
- Qualified Beauty Therapist
- Media Staff such as Reporters, Editors and Camera Operators
- A Hospitality supervisor in any area of hospitality including but not limited to food and beverage, housekeeping, front office and reservations, laundry, stores, duty supervisors and the like

## **A.8 Resort Worker Level 7**

**A.8.1 Resort Worker Level 7** means an employee who is engaged in any of the following roles:

- A Child Care Worker who is engaged as a supervisor and who has completed as a minimum an AQF Diploma in Children’s Services
- An employee who is engaged in the supervision of other staff involved in Plant Operation
- A Qualified Chef who supervises or trains other kitchen staff, undertakes ordering and stock control and is solely responsible for other cooks and other kitchen employees in a single kitchen establishment

## **A.9 Instructors Category A**

**Instructors Category A** means an employee who is engaged as a Snowsports Instructor (as defined), is a fully certified Instructor, and has obtained their APSI Level 4 Qualification or international equivalent (as currently contained in Table 5 in Schedule B—Equivalency of Snowsports Qualifications) or the recognised current equivalent and has a minimum of 10 full-time seasons of practical experience.

Full-time season for the purposes of this category of employment will be a minimum of 12 successive weeks at a recognised Snowsports School.

#### **A.10 Instructors Category B**

**Instructors Category B** means an employee who is engaged as a Snowsports Instructor (as defined) and has an intermediate level of certification, being their APSI Level 3 Qualification or international equivalent (as currently contained in Table 4 in Schedule B—Equivalency of Snowsports Qualifications) or the recognised current equivalent and has full-time practical teaching experience.

#### **A.11 Instructors Category C**

**Instructors Category C** means an employee who is engaged as a Snowsports Instructor (as defined) and has a fundamental level of certification, being the APSI Level 2 Qualification or international equivalent (as currently contained in Table 3 in Schedule B—Equivalency of Snowsports Qualifications) or the recognised current equivalent and has full-time practical teaching experience.

#### **A.12 Instructors Category D**

**Instructors Category D** means an employee who is engaged as a Snowsports Instructor (as defined) and has some teaching experience with an entry level qualification, being the APSI Level 1 Qualification or international equivalent (as currently contained in Table 2 in Schedule B—Equivalency of Snowsports Qualifications) or the recognised current equivalent.

#### **A.13 Instructors Category E**

**Instructors Category E** means an employee who is engaged as a Snowsports Instructor (as defined) and has either no experience or a low level qualification (as currently contained in Table 1 in Schedule B—Equivalency of Snowsports Qualifications) or the recognised current equivalent.

## Schedule B—Equivalency of Snowsports Qualifications

**Table 1**

Country	Association Certification Level
Australia	APSI (Ski & SB) Level 1
Austria	ÖSSV (Ski & SB) Anwärter
Canada	CSIA (Ski) CSIA Level 1 CASI (SB) CASI Level 1 CSCF (Coaching) Entry Level (1)
Korea	KSIA (Ski & SB) Level 1
New Zealand	NZSIA (Ski) SBINZ (SB) Level 1
Switzerland	SSSA (Ski & SB) Kinderlehrer (Child Tutor)
United Kingdom	BASI (Ski) Level 1—Dry Slope Specific BASI (SB) Level 1—Dry Slope Specific
USA	PSIA (Ski) Level 1 AASI (SB) Level 1

**Table 2**

Country	Association Certification Level
Australia	APSI (Ski & SB) Level 1
Canada	CSCF (Coaching) Level 1 Advanced Certification
USA	PSIA (Ski) AASI (SB) Level 1 plus PSIA children's specialist 1

**Table 3**

Country	Association Certification Level
Australia	APSI (Ski & SB) Level 2
Austria	ÖSSV (Ski & SB) Landeslehrer 1 (Aufnahmsprüfung)
Canada	CSIA (Ski) Level 2 CASI (SB) Level 2 CSCF (Coaching) Development Level (2)
Czech Republic	APUL (Ski & SB) APUL C
Japan	SIA (Ski & SB) IT I (Bronze Medal)
Korea	KSIA (Ski & SB) Level 2
Netherlands	NVVS (Ski & SB) A-Diploma
New Zealand	NZSIA (Ski) SBINZ (SB) Level 2
Slovakia	SAPUL (Ski & SB) C Qualification
Slovenia	ZUTS (Ski & SB) Level 1

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Country	Association Certification Level
Switzerland	SSSA (Ski & SB) Stufe 1
United Kingdom	BASI (Ski) Level 2 BASI (SB) Level 2
USA	AASI (SB) Level 2 plus children's specialist 1 PSIA (Ski) Level 2 plus children's specialist 1

**Table 4**

Country	Association Certification Level
Australia	APSI (Ski & SB) Level 3
Austria	ÖSSV (Ski & SB) Landeslehrer (completed) or Landeslehrer 2
Canada	CSIA (Ski) Level 3 CASI (SB) Level 3 CSCF (Coaching) Performance Level (3)
Czech Republic	APUL (Ski & SB) APUL B
Italy	AMSI (Ski & SB) Maestro di Sci/Snowboard
Japan	SIA (Ski & SB) IT II (Silver Medal)
Korea	KSIA (Ski & SB) Level 3
New Zealand	NZSIA (Ski & SB) Level 3
Netherlands	NVVS (Ski & SB) B-Diploma
Slovakia	SAPUL (Ski & SB) B Qualification
Slovenia	ZUTS (Ski & SB) Level 2
Switzerland	SSSA (Ski & SB) Stufe 2
United Kingdom	BASI (Ski) Level 3 BASI (SB) Level 3
USA	PSIA (Ski) AASI (SB) Level 2 plus PSIA children's specialist 2 PSIA (Ski) AASI (SB) Level 3 USSA (Coaching) Level 200 State Coach

**Table 5**

Country	Association Certification Level
Australia	APSI (Ski & SB) Level 4
Austria	ÖSSV (Ski & SB) Staatlich geprüfter Schilehrer

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<b>Country</b>	<b>Association Certification Level</b>
Canada	CSIA (Ski) CASI (SB) CSIA Level 4 CSCF (Coaching) Program Director (4)
Czech Republic	APUL (Ski & SB) APUL A
Italy	AMSI (Ski & SB) Maestro di Sci/Snowboard (Gold Level)
Japan	SIA IT III (Ski & SB) (Gold Medal)
Netherlands	NVVS (Ski & SB) C-Diploma
New Zealand	NZSIA (Ski & SB) Level 3 plus Trainer
Slovakia	SAPUL (Ski & SB) A Qualification
Slovenia	ZUTS (Ski & SB) Level 3
Sweden	ESS (Ski & SB) Examinerad Svensk Skidlarare (Level 3)
Switzerland	SSSA (Ski & SB) Stufe 3 (ISIA)
United Kingdom	BASI (Ski & SB) Level 4 ISTD BASI (Ski Coach) Level 4 Coach IVSI
USA	PSIA (Ski) AASI (SB) Level 3 ISIA plus Trainer Cert (Education Staff, i.e. DCL, TA)

## Schedule C—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFB 6935](#)

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

~~NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

### C.1 Alpine resort workers

#### C.1.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	100%	250%
	\$	\$
Training	19.50	48.75
Resort Worker Level 1	20.06	50.15
Resort Worker Level 2	20.83	52.08
Resort Worker Level 3	21.56	53.90
Resort Worker Level 4	22.68	56.70
Resort Worker Level 5	23.42	58.55
Resort Worker Level 6	24.12	60.30
Resort Worker Level 7	24.77	61.93

Commented [FWC1]: Minimum hourly rate in cl 18.1.

Commented [FWC2]: Relevant percentage in cl 24.1.

#### C.1.2 Full-time and part-time employees—overtime rates

	Monday to Sunday		Public holiday
	First 2 hours	After 2 hours	
	% of minimum hourly rate		
	150%	200%	250%
	\$	\$	\$
Training	29.25	39.00	48.75
Resort Worker Level 1	30.09	40.12	50.15
Resort Worker Level 2	31.25	41.66	52.08
Resort Worker Level 3	32.34	43.12	53.90
Resort Worker Level 4	34.02	45.36	56.70

Commented [FWC3]: Minimum hourly rate in cl 18.1.

Commented [FWC4]: Relevant percentage in cl 23.1 and 24.1.

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	Monday to Sunday		Public holiday
	First 2 hours	After 2 hours	
	% of minimum hourly rate		
	150%	200%	250%
	\$	\$	\$
Resort Worker Level 5	35.13	46.84	58.55
Resort Worker Level 6	36.18	48.24	60.30
Resort Worker Level 7	37.16	49.54	61.93

Commented [FWC3]: Minimum hourly rate in cl 18.1.

Commented [FWC4]: Relevant percentage in cl 23.1 and 24.1.

C.1.3 Casual employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	125%	250%
	\$	\$
Training	24.38	48.75
Resort Worker Level 1	25.08	50.15
Resort Worker Level 2	26.04	52.08
Resort Worker Level 3	26.95	53.90
Resort Worker Level 4	28.35	56.70
Resort Worker Level 5	29.28	58.55
Resort Worker Level 6	30.15	60.30
Resort Worker Level 7	30.96	61.93

Commented [FWC5]: See cl 18.1.

Commented [FWC6]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC7]: See cl 24.1.

C.2 Snowsports Instructors

C.2.1 Full-time and part-time snowsports instructors

Classification	Snowsports Instructor hourly rate
	\$
Instructor Category A	31.04
Instructor Category B	27.91
Instructor Category C	24.81
Instructor Category D	21.69
Instructor Category E	20.66

Commented [FWC8]: See cl 18.2.



**C.2.2 Casual snowsports instructors**

<b>Classification</b>	<b>Snowsports Instructor hourly rate \$</b>
Instructor Category A	38.80
Instructor Category B	34.89
Instructor Category C	31.01
Instructor Category D	27.11
Instructor Category E	25.83

**Commented [FWC9]:** Minimum hourly rate + 25% casual loading in cl 11.2.

DRAFT

## Schedule D—Summary of Monetary Allowances

Monetary amounts in this clause have been adjusted as a result of AWR 2019 – changes not tracked.

See clause 21—Allowances for full details of allowances payable under this award.

### D.1 Wage-related allowances

Clause D.1 amended to update [standard rate](#) in accordance with AWR 2019 – changes not tracked.

~~D.1.1~~ The wage-related allowances in clause 21.2 of this award are based on the [standard rate](#) as defined in ~~Schedule H clause 2~~—Definitions as the minimum hourly rate for a Resort Worker Level 2 in clause 18.1 = **\$20.83**

Allowance	Clause	% of <a href="#">standard rate</a> \$20.83	\$ per shift
Sewerage treatment plant allowance	21.2(a)	45	9.37

#### D.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

### D.2 Expense-related allowances

The expense-related allowances in this award will be payable to employees in accordance with clause 21.3:

Allowance	Clause	\$	Payable
Meal allowance—overtime for more than <del>two</del> 2-hours without notice	21.3(a)	13.38	per occasion
Boot allowance—specific footwear not supplied	21.3(b)	0.16	per hour
Equipment allowance	21.3(c)	0.33	per hour
Airfare reimbursement—Snowsports Instructors—Categories A, B or C— <a href="#">an amount of up to</a>	21.3(e)	884.48	per occasion

### D.3 Adjustment of allowances

#### D.3.1 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.

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- (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
Boot and equipment allowances	Clothing and footwear group
Airfare reimbursement	Domestic holiday travel and accommodation sub-group

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## Schedule F—School-based Apprentices

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed ~~six~~ 6 years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each ~~two~~ 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of ~~four~~ 4 years (unless the apprenticeship is of ~~three~~ 3 years' duration) or stages of competency-based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule G—Supported Wage System

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

**G.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.

**G.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 Social Services that records the employee's productive capacity and agreed wage rate

### **G.3 Eligibility criteria**

**G.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.

**G.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.

### **G.4 Supported wage rates**

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

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Assessed capacity (clause G.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**G.4.2** Provided that the minimum amount payable must be not less than **\$87** per week.

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

**G.5 Assessment of capacity**

**G.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 SWS 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.

**G.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](#).

**G.6 Lodgement of SWS wage assessment agreement**

**G.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 the Fair Work Commission.

**G.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 the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

**G.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 SWS.

## **G.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.

## **G.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.

## **G.10 Trial period**

**G.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~~ 4 weeks) may be needed.

**G.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.

**G.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

**G.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 G.5.

### Schedule H—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_



**Schedule I—Agreement to Take Annual Leave in Advance**

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

### Schedule J—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_