



# DRAFT DETERMINATION

*Fair Work Act 2009*

s.156—4 yearly review of modern awards

## **4 yearly review of modern awards**

(AM2014/234)

### **LOCAL GOVERNMENT INDUSTRY AWARD 2010**

[MA000112]

Local government administration

JUSTICE ROSS, PRESIDENT  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

*4 yearly review of modern awards – Local Government Industry Award 2010 – modern award varied.*

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Local Government Industry Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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# Local Government Industry Award 20XX

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Local Government Industry 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.

### 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

**community services** means those employees whose role is to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums, art galleries, events, entertainment and theatres

**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)

**full rate of pay** has the meaning in the [NES](#)

**garbage, sanitary and sullage services** means services in the following work functions: recycling, street sweeping, waste collection, waste disposal including at tips, landfills and waste transfer stations including mechanical services in connection with these work functions

**local government entity** means a council, local council, county council, municipal council, shire council or other local government body created under or regulated by local government legislation of a State or Territory

**local government industry** has the meaning given in clause 4.2

**local law enforcement and community safety services** means those services undertaken to enforce one or more of the local government entity's by-laws or any legislative requirements which the local government entity is empowered to enforce or to ensure community safety or security including rangers, security, parking inspectors, watchpersons or night patrol

**minimum weekly rate** of an employee is the minimum weekly rate of pay specified in clause 16—Minimum rates, for the employee's classification

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

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

**normal starting point** means a workshop, depot, office or facility to which the employee is usually assigned or any other designated starting and/or finishing point

**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

**recreation centres** means a recreation centre, leisure centre, swimming pool, aquatic centre, golf course or sports centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest

**standard rate** means the minimum hourly rate for a Level 4 employee in clause 16.1—Minimum rates

**tourism services** means the following services: visitor and regional information centres; exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community

### **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 the 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

- 4.1 This industry award covers employers throughout Australia in the local government industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 **Local government industry** means all activities undertaken by local government entities, including activities undertaken by corporations controlled by one or more local government entities. In clause 4.2 a corporation is controlled by one or more local government entities if one or more local government entities have the capacity to determine the outcome of decisions about the corporation’s financial and operating policies.
- 4.3 This award does not cover:
- (a) the chief executive officer of a local government entity, however described;
  - (b) nurses engaged in accordance with the *Nurses Award 20XX*;
  - (c) doctors engaged in accordance with the *Medical Practitioners Award 20XX*;
  - (d) early childhood teachers (university qualified) engaged in accordance with the *Educational Services (Teachers) Award 20XX*; or
  - (e) local government associations and their employees.
- 4.4 This award does not cover:
- (a) employees excluded from award coverage by 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.
- 4.5 This award covers any employer which supplies labour on an on-hire basis in the local government industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6 This award covers employers which provide group training services for apprentices and trainees engaged in the local government industry 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 herein are being performed. Clause 4.6 operates subject to the exclusions from coverage in this award.
- 4.7 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
- (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 31—Dispute resolution.

## 7. Facilitative provisions

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:
10.7	Part-time employees—agreed additional hours	An individual
13.1(k)	Maximum ordinary hours in a day	An individual
17	Payment of wages	An individual
21.3	Time off instead of payment for overtime	An individual
23.9	Annual leave in advance	An individual
23.10	Cashing out of annual leave	An individual
28.4	Substitution of public holiday by agreement	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. Such decision will then be recorded in the time and wages record.

### 9. Full-time employees

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

## **10. Part-time employees**

**10.1** An employer may employ part-time employees in any classification in this award.

**10.2** A part-time employee:

- (a) works less than 38 ordinary hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.

**10.3** 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 the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day.

**10.4** Any agreed variation to the hours of work will be recorded in writing.

**10.5** An employer is required to roster a part-time employee for a minimum of one hour on any shift.

**10.6** A part-time employee must be paid the minimum hourly rate for the relevant classification in clause 16—Minimum rates for each ordinary hour worked.

### **10.7 Agreed additional hours**

A part-time employee may agree to work up to an average of 38 ordinary hours per week at the minimum hourly rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at the minimum hourly rate.

### **10.8 Additional hours by direction**

Where a part-time employee is directed to work hours in excess of the hours agreed under clause 10.3 or as varied under clause 10.4, such hours will be overtime and paid for at the overtime rates prescribed in clause 21—Overtime.

## **11. Casual employees**

**11.1** A casual employee is an employee who is engaged and paid as a casual employee.

### **11.2 Casual loading**

Casual employees will be paid, in addition to the minimum hourly rate and rates payable for shift and weekend work on the same basis as a weekly employee, an additional loading of **25%** of the minimum hourly rate for the classification in which they are employed as compensation instead of paid leave under this award and the [NES](#).

### 11.3 Penalties and overtime

Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the minimum hourly rate for the classification in which they are employed exclusive of the casual loading.

11.4 A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

### 11.5 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.5(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months;
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work

are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work; or

- (v) acceptance of the request by a local government would contravene a merit selection employment requirement contained in State or Territory legislation applicable to local governments.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 31—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.5, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.5.
- (o) Nothing in clause 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must

provide such employees with a copy of the provisions of clause 11.5 by 1 January 2019.

- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.5(q).

## **12. Classifications**

- 12.1** All employees covered by this award will be classified according to the structure set out in Schedule A—Classification Definitions.
- 12.2** Employers must advise employees in writing of their level on commencement of employment and of any subsequent changes to their level.
- 12.3** The employer will determine the classification level according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of their employment.

## **Part 3—Hours of Work**

### **13. Ordinary hours of work**

#### **13.1 Ordinary hours**

- (a) For the purpose of the [NES](#), ordinary hours of work under this award are 38 per week.
- (b) The ordinary hours of work for a full-time employee are an average of 38 hours per week (not including unpaid meal breaks) over a period of 28 days worked.
- (c) The ordinary hours of work for a part-time or casual employee will be in accordance with clause 8—Types of employment.
- (d) Except as otherwise provided, ordinary hours can be worked between 6.00 am and 6.00 pm, Monday to Friday.
- (e) Ordinary hours can be worked between 5.00 am and 10.00 pm, Monday to Sunday for employees in the following roles or work areas:
  - (i) aerodromes/airports;
  - (ii) caretakers/hall keepers/caravan park employees;
  - (iii) catering/hospitality;
  - (iv) cleaners;
  - (v) community services;
  - (vi) garbage, sanitary and sullage services;
  - (vii) livestock and saleyards;

- (viii) local law enforcement and community safety services;
  - (ix) parking station attendants;
  - (x) recreation centres/golf courses; and
  - (xi) tourism services.
- (f) Ordinary hours for employees working in libraries can be worked between 8.00 am and 9.00 pm, Monday to Sunday.
- (g) Ordinary hours for employees working in customer services centres can be worked between 6.00 am and 6.00 pm, Monday to Sunday.
- (h) Ordinary hours for childcare service employees can be worked between 6.00 am and 7.00 pm, Monday to Friday.
- (i) Except as otherwise provided, an employee who works ordinary hours on a Saturday or Sunday in a role/work area as prescribed in clause 13.1(e), 13.1(f) and 13.1(g) will be entitled to weekend penalty rates in accordance with clause 22.2.
- (j) An employee may work ordinary hours outside of the spans provided in clause 13.1, provided the employee is paid a weekday penalty rate in accordance with clause 22.1 for hours worked outside the span.
- (k) **Maximum ordinary hours in a day**
- An employee may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks) or, by agreement between the employer and employee, up to a maximum of 12 ordinary hours on any day/shift.

## 14. Rostering Arrangements

### 14.1 Rostering

- (a) A roster for full-time and part-time employees showing normal starting and finishing times and the surname and initials of each employee will be prepared by the employer and will be made available to employee/s at their request.
- (b) A roster can be altered by mutual consent at any time and may be altered by the employer on 7 days' notice.
- (c) Where practicable, 2 weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through illness or other cause over which the employer has no control.
- (d) If an accrued rostered day off falls on a public holiday as prescribed in the [NES](#), the next working day will be substituted. Another day may be substituted by written agreement.

**14.2 Flexible working arrangements**

An employer and employee may agree to flexible working arrangements which include flexitime, banked hours, make-up time, accrued and rostered days off, and/or seasonal working arrangements.

**15. Meal breaks**

**15.1** An employee will not be required to work more than 5 hours without receiving an unpaid meal break of at least 30 minutes.

**15.2** In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

**15.3 Employees required to perform working during meal breaks**

(a) An employer may require an employee in the following roles or work areas to remain at their place of work during the meal break if a replacement employee is not reasonably available:

- (i) Childcare services;
- (ii) Recreation centres;
- (iii) Tourism services;
- (iv) Community services.

(b) Where the employee in clause 15.3(a) is required to perform work during their meal break the employee will have their meal break extended so that they receive an unpaid meal break of at least 30 minutes in total.

**Part 4—Wages and Allowances**

**16. Minimum rates**

**16.1** An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee:

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Level 1	792.00	20.84
Level 2	818.50	21.54
Level 3	850.00	22.37
Level 4	862.50	22.70



Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 5	916.60	24.12
Level 6	991.90	26.10
Level 7	1,009.00	26.55
Level 8	1,090.40	28.69
Level 9	1,166.40	30.69
Level 10	1,274.90	33.55
Level 11	1,437.60	37.83

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

### 16.2 Junior rates

Junior employees will be paid a percentage of the applicable minimum rate in clause 16.1 for their classification as follows:

Age	% of minimum rate
Under 17 years	55
17 years	65
18 years	75
19 years	85
20 years	95

### 16.3 Apprentice rates

- (a) The terms of this award apply to apprentices, except where otherwise provided.
- (b) The weekly minimum wage rates for apprentices who started their apprenticeship before 1 January 2014 are as follows:

#### (i) 4 year apprenticeship

Year	% of Level 4 rate
1st year	45
2nd year	60
3rd year	75
4th year	90

(ii) **3 year apprenticeship**

Year	% of Level 4 rate
1st year	45
2nd year	70
3rd year	90

- (c) The weekly minimum wage rates for apprentices who started their apprenticeship on or after 1 January 2014 are as follows:

(i) **4 year apprenticeship**

Year	Have not completed year 12	Have completed year 12
% of Level 4 rate		
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	90

(ii) **3 year apprenticeship**

Year	Have not completed year 12	Have completed year 12
% of Level 4 rate		
1st year	50	55
2nd year	70	70
3rd year	90	90

- (d) An adult apprentice will be paid no less than the minimum weekly rate for Level 2 in clause 16.1.

- (e) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least 6 months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to starting the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

(f) **Block release training**

- (i) 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.

- (ii) Clause 16.3(f)(i) 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.
- (iii) For the purposes of clause 16.3(f)(i), 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. Excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iv) The amount payable by an employer under clause 16.3(f)(i) 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.

**(g) Training fees**

- (i) 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 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
- within 3 months of the commencement of the training provided by the RTO,

whichever is the later, unless there is unsatisfactory progress.

- (ii) An employer may meet its obligations under clause 16.3(g)(i) by paying any fees and/or cost of textbooks directly to the RTO.
- (h) 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.
- (i) Subject to the provisions of Schedule D—School-based Apprentices, 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.

- (j) 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.

#### 16.4 Higher duties

- (a) An employee directed or appointed to relieve in a higher level position where the employee is required to perform the substantive functions for more than one day will be paid the minimum hourly rate applicable to that higher level pursuant to clause 16.1.
- (b) Subject to clauses 16.4(b)(i) and (ii), higher duties will not be paid when the relieving employee is absent on leave or on a public holiday.
  - (i) Where an employee performs higher duties and is in receipt of a higher minimum hourly rate for 3 continuous months or more immediately prior to starting a period of paid annual leave or paid personal/carer's leave, the leave will be paid at the higher minimum hourly rate.
  - (ii) The amount of annual leave or personal/carer's leave that is paid at the higher minimum hourly rate will be proportional to the amount of annual leave or personal/carer's leave accrued whilst performing the higher duties work.

#### 16.5 Supported wage system

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

#### 16.6 School-based apprentices

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

#### 16.7 National training wage

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

### 17. Payment of wages

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.

- 17.1 At the employer's discretion, employees will be paid weekly, fortnightly or as otherwise agreed by the employer and employee. Payment will be made by electronic funds transfer into the employee's nominated account or other agreed method.

## 17.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under 17.2(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 17.2(b) allows the Commission to make an order delaying the requirement to make a payment under clause 17.2. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## **18. Annualised salaries**

### **18.1 Annual salary instead of award provisions**

Notwithstanding any other provision of this award, an employer and an employee may agree that the employer may pay the employee an annual salary to compensate for any or all of the following provisions of the award:

- (a) Clause 16—Minimum rates;
- (b) clause 16.4—Higher duties;
- (c) clause 19—Allowances;
- (d) clause 21—Overtime;
- (e) clause 22—Penalty rates; and
- (f) clause 23.4—Annual leave loading.

### **18.2 Annual salary not to disadvantage employees**

- (a) The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

**18.3** For the purposes of the [NES](#), the base rate of pay of an employee receiving an annual salary under clause 18 comprises the portion of annual salary equivalent to the relevant rate of pay in clause 16—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

**18.4** An annual salary agreement must:

- (a) be in writing and signed by both parties;
- (b) state the date on which the arrangement starts;
- (c) be provided to the employee;
- (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
- (e) be subject to an annual review;
- (f) contain details of any salary package arrangements, including the annual salary that is payable;

- (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
- (h) contain details of any performance pay arrangements and performance measurement indicators;
- (i) contain the award level classification for the role.

#### 18.5 Termination of annual salary agreement

- (a) An annual salary agreement may be terminated:
  - (i) by the employer or the employee giving 4 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (ii) at any time, by written agreement between the employer and the employee.
- (b) On termination of an annual salary agreement, the employee will revert to the award entitlements unless a new annual salary agreement is reached.

### 19. Allowances

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** Employers must pay to an employee the allowances the employee is entitled to under clause 19.

#### 19.2 Wage-related allowances

##### (a) Leading hand allowance

An employee at Level 3, 4 or 5 who is required by the employer to supervise other employees will be paid an allowance in addition to their classification rate of pay as follows:

Supervisor's classification level	Number of employees supervised	\$ per week
3 or 4	1 to 5	24.97
3 or 4	6 to 15	34.05
3, 4 or 5	More than 15	43.13

NOTE: The Level 1 and Level 2 classifications do not involve the supervision of other employees.

##### (b) First aid allowance

- (i) An allowance of **\$15.89** per week will be paid to an employee who holds an appropriate first aid qualification and who is appointed by the employer to perform first aid duty.

- (ii) Clause 19.2(b)(i) will not apply where the requirement to hold a first aid certificate is a requirement of the position.
- (iii) The first aid allowance is payable during periods of paid leave.

**(c) Adverse working conditions**

- (i) Operational and trade employees engaged in Levels 1 to 5 of this award will be paid an additional hourly allowance at the rate specified in clause 19.2(c)(iii) for all time worked by direction under adverse working conditions as defined in clause 19.2(c)(iv).
- (ii) In addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.
- (iii) An employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:
  - Level 1 working conditions—\$0.79 per hour; or
  - Level 2 working conditions—\$1.14 per hour; or
  - Level 3 working conditions—\$11.35 per hour.

**(iv) Definition of adverse working conditions**

**(A) Level 1 working conditions**

The Level 1 working conditions allowance compensates for all adverse conditions associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions, including:

- working in confined or cramped spaces;
- working in wet places;
- working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- working at heights above 5 metres from the ground or other stable surface, including on temporary structures;
- working in dusty, muddy or dirty conditions;
- cleaning of public toilets and animal shelters;
- operating mechanical and pneumatic equipment;
- removing or destroying dead animals;
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances;



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- working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation materials, grease, oil and other dirty building and construction materials;
- collection, removal and/or disposal of non-putrescible waste;
- collection, removal and/or disposal of non-putrescible waste by mechanical means; and
- fighting fires.

### (B) Level 2 working conditions

The Level 2 working conditions allowance compensates for the nature of highly obnoxious, offensive or dirty working conditions, which typically includes:

- clearing of sewer chokes;
- maintenance, connections to and/or repair of sewerage equipment;
- cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- reopening or exhumation of graves; digging graves in wet ground or where there is seepage from adjacent graves;
- handling infected materials;
- collection, removal and/or disposal of putrescible waste other than by mechanical means;
- working at waste depots, waste collection and/or waste transfer stations (other than employees engaged in gardening and/or lawn maintenance and employees engaged to work in enclosed weighbridges); and
- engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

### (C) Level 3 working conditions

The Level 3 working conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- working in digestion tanks at sewerage treatment works;
- entering and cleaning aeration ponds or wet wells at sewer pump stations;
- working in live sewers; and

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- cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.
- (v) An employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to work under adverse working conditions as defined in clause 19.2(c)(iv).
- (vi) Adverse working conditions allowances are not payable during periods of leave.
- (d) Camping allowance**
- (i) An employee will be paid a camping allowance of **\$26.11** per night where required to camp at the site of any work:
- by direction of the employer; or
  - because no reasonable transport facilities are available to enable the employee to proceed to and from home each day.
- (ii) At the end of each working week the employee will be allowed to return to the employee's home and in such cases all time reasonably required for travelling to and from the employee's home will be treated as time worked in addition to the actual time spent working.
- (e) On-call allowance**
- An employee who is on-call in accordance with clause 21.6 will be paid an on-call allowance as follows:
- (i) Monday to Friday, inclusive—**\$22.70** per day;
- (ii) Saturday—**\$34.05** per day; or
- (iii) Sunday or a public holiday—**\$45.40** per day.
- (f) Sleepover allowance**
- A sleepover allowance may be payable to a community service employee in accordance with clause 21.7.

### 19.3 Expense-related allowances

- (a) Meal allowance in relation to overtime**
- (i) A meal allowance of **\$15.94** will be paid to an employee who is required to work more than 2 hours' overtime in a minimum of 10 hours on duty.
- (ii) An additional meal allowance of **\$15.94** will be paid where the employer requires the employee to continue working for a further 4 hours of continuous overtime work.
- (iii) A meal allowance is not payable:

- where the employee has been notified at least 24 hours in advance of the requirement to work overtime; or
- where the employee is only required to work less than the time prescribed in clauses 19.3(a)(i) or (ii); or
- where a meal is provided by the employer.

**(b) Tool allowance—tradespersons and apprentices**

- (i) A weekly tool allowance of **\$19.00** will be paid to a tradesperson or an apprentice tradesperson who is required by the employer to supply and maintain tools ordinarily required by the employee in the performance of their duties as a tradesperson.
- (ii) The tool allowance is not payable where the employer provides the tradesperson or apprentice with the required tools or while employees are absent from work.

**(c) Vehicle allowance**

- (i) An employee required by their employer to use their own vehicle in or in connection with the performance of their duties will be paid an allowance for each kilometre of authorised travel as follows:
  - motor vehicle—**\$0.78** per kilometre; and
  - motorcycle—**\$0.26** per kilometre.
- (ii) An employer may require an employee to record full details of all such official travel requirements in a log book.

**19.4 Transfers, travelling and working away from normal starting point**

**(a) Normal starting point**

- (i) All employees upon engagement will be given a starting point which will be, subject to clause 19.4(a)(v), the starting point of their daily work activities.
- (ii) For the purposes of clause 19.4, **normal starting point** means a workshop, depot, office or facility to which the employee is usually assigned or any other designated starting and/or finishing point.
- (iii) Unless otherwise provided, each employee will be attached to one normal starting point only.
- (iv) An employee may be attached to more than one normal starting point where multiple starting points form part of the nature of the work being performed.
- (v) An employee may be transferred to a different normal starting point within the employer's local government area at any time by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.

**(b) Excess travelling time and fares**

- (i) Where an employer requires an employee, other than a casual, to start work at a place away from the employee's normal starting point, the employer will pay the employee:
- **excess travelling time**—at the employee's minimum rate for all time reasonably spent reaching and/or returning from the job which is in excess of the time normally spent in travelling between the employee's usual residence and their normal starting point; and
  - **excess fares**—any fares reasonably incurred by the employee that are in excess of the fares normally incurred in travelling between the employee's usual residence and the employee's normal starting point. The excess fares allowance will not be paid where the employee is provided with a vehicle by the employer or is paid the vehicle allowance as provided in clause 19.3(c) or has an arrangement with the employer for a regular vehicle allowance in excess of the allowance provided in clause 19.3(c).
- (ii) Where a community services employee providing home care is required by the employer to travel between 2 or more work locations in any one day the employee will be reimbursed for travel expenses incurred for travel between the first and successive service points and will be paid at the appropriate rate of pay during travel time between the first and successive service points.

**19.5 Reimbursement of expenses**

- (a) All reasonable expenses incurred by the employee at the direction of the employer, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses and the cost of special protective clothing, incurred in connection with the employee's duties will be paid by the employer and, where practicable will be included in the next pay period.
- (b) The method and mode of travelling or the vehicle to be supplied or to be used will be arranged mutually between the employer and the employee. Travelling arrangements will be agreed between the employer and the employee in advance.
- (c) The employer will reimburse an employee, other than a tradesperson or apprentice, for the cost of any tools, instruments or special equipment purchased and supplied by the employee at the direction of the employer. However, reimbursement need not be made if the employer supplies the tools, instruments or equipment.

- (d) The employer may require the employee to present proof of payment prior to the reimbursement.

See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

## **20. Superannuation**

### **20.1 Superannuation legislation**

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

### **20.2 Employer contributions**

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

### **20.3 Voluntary employee contributions**

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

### **20.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount

authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) LGsuper;
- (b) Local Government Superannuation Scheme (LGSS);
- (c) Tasplan;
- (d) Vision Super;
- (e) WA Local Government Superannuation Plan;
- (f) City of Perth Superannuation Fund;
- (g) Local Super;
- (h) 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
- (i) a superannuation fund or scheme which the employee is a defined benefit member of.

## 20.5 Absence from work

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

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

## Part 5—Overtime and Penalty Rates

### 21. Overtime

#### 21.1 Definition of overtime

Unless otherwise provided, overtime means all work performed at the direction of the employer:

- (a) in excess of the employee's ordinary weekly hours as specified in clause 13.1(a);
- (b) on days other than ordinary working days as specified in clause 13.1; or
- (c) in excess of the maximum ordinary hours on any day provided by clause 13.1(k).

**21.2 Payment for overtime**

- (a) Except as otherwise provided, overtime will be paid at **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate after that.
- (b) Overtime worked from 12 noon on a Saturday and all day Sunday will be paid **200%** of the minimum hourly rate.
- (c) In calculating overtime, each day's work stands alone.

**21.3 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.
- (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 21.3.
- (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 21.3(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 21.3 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 21.3 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 21.3 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 21.3 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 21.3(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 21.3 as an employee record.
- (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 21.3 will apply, including the requirement for separate written agreements under clause 21.3(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 21.3 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 21.3.

#### 21.4 Rest period after overtime

##### (a) Length of the rest period

When overtime work is necessary it will be arranged wherever reasonably practicable for employees to have at least 10 consecutive hours off duty between the work on successive days.



**(b) Where the employee does not get a 10 hour rest**

- (i) The following conditions apply to an employee (other than a casual employee) who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's work on one day and the start of the employee's ordinary hours of work on the next day:
- the employee must be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty, and
  - there will be no loss of pay for ordinary hours of work which occur during this absence.
- (ii) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 21.4(b)(i):
- the employee must be paid at **200%** of the minimum hourly rate until the employee is released from duty;
  - the employee is then entitled to be absent for 10 consecutive hours; and
  - there will be no loss of pay for ordinary hours of work time which occur during this absence.

**(c) On-call, call-back and remote response**

Clauses 21.4(a) and 21.4(b) will not apply where an employee works for less than 3 hours on-call, call-back or remote response on any one day in accordance with clauses 21.5 or 21.6.

**21.5 Call-back**

- (a) For the purposes of this award, an employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving the employer's premises or worksite and without receiving prior notice of the requirement to work overtime before finishing work.
- (b) Employees will not be deemed to be on-call-back where the employee works overtime that is continuous with the employee's ordinary hours.
- (c) Any employee who is called back to work will be paid for a minimum of 3 hours' work at the appropriate overtime rate for each time the employee is recalled.
- (d) Any subsequent call-backs occurring within 3 hours of a call-back will not attract any additional payment.
- (e) An employee working on a call-back will be paid the appropriate overtime rate from the time the employee departs for work.
- (f) Except in the case of unforeseen circumstances arising, the employee will not be required to work the full 3 hours if the job that the employee was recalled to perform is completed within a shorter period.

- (g) Clause 21.5 will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

## 21.6 On-call

- (a) An employee directed by the employer to be available for duty outside of the employee's ordinary working hours will be on-call. An employee on-call must be able to be contacted and immediately respond to a request to attend work.
- (b) An employee who is on-call may be paid an on-call allowance in accordance with clause 19.2(e).

### (c) Call out

- (i) An employee who is on-call and in receipt of an on-call allowance will be paid at the appropriate overtime rate in clause 21 for time required to attend work.
- (ii) Actual time worked will be deemed to apply from the time the employee leaves home.

### (d) Remote response

- (i) An employee who is in receipt of an on-call allowance and available to immediately:

- respond to phone calls or messages;
- provide advice ('phone fixes');
- arrange call out/rosters of other employees; and
- remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate in clause 21 for the time actually taken in dealing with each particular matter.

- (ii) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day starting from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

## 21.7 Sleepover allowance

- (a) A community service employee who is required to be present at the workplace for any period while on a sleepover shift will be paid **\$11.35** for each hour plus the on-call allowance provided for in clause 21.6(b).
- (b) Time spent while on a sleepover shift will not be regarded as ordinary hours or as time worked for any purpose whatsoever.

- (c) Payment of the on-call allowance referred to in clause 21.7(a) will be payment for work undertaken by the employee during any continuous period of a sleepover shift unless the work is in excess of either:
  - (i) one hour; or
  - (ii) 2 call outs.
- (d) If the work is in excess of one hour or 2 call outs, an employee called out to work will be paid at overtime rates for the period of the call out with a minimum payment of 30 minutes.
- (e) A sleepover shift will not exceed 12 hours unless the premises at which the employee is required to remain is the employee's principal place of residence, in which case the employee may be on a sleepover shift for up to 14 hours.
- (f) An employee will not be entitled to the sleepover shift allowance prescribed by clause 21.7 for any hour in respect of which they are entitled to payment for ordinary hours or overtime.

## **22. Penalty rates**

### **22.1 Weekday penalty rates**

An employee required to work ordinary hours on a Monday to Friday outside the span of hours provided in clauses 13.1(d), 13.1(e), 13.1(f), 13.1(g) or 13.1(h) will be paid **120%** of the minimum hourly rate for hours worked outside the span.

### **22.2 Weekend penalty rates**

- (a) An employee (other than an employee engaged in recreation centres or community service) who works on a Saturday or Sunday in a role/work area specified in clauses 13.1(e), 13.1(f) and 13.1(g) will be entitled to the following penalty rates for all ordinary hours worked:
  - (i) **150%** of the minimum hourly rate for all ordinary hours worked on a Saturday.
  - (ii) **175%** of the minimum hourly rate for all ordinary hours worked on a Sunday.
- (b) Employees will be paid weekend penalty rates for the actual time worked on a Saturday and/or Sunday.
- (c) Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday. Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday.

### **22.3 Weekend penalty rates for recreation centres and community services**

- (a) Employees engaged in recreation centres or community services will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5.00 am and 10.00 pm.

- (b) All other weekend hours for such employees will be paid according to clause 22.2(a).

## Part 6—Leave and Public Holidays

### 23. Annual leave

**23.1** Annual leave is provided for in the [NES](#). Clause 23 supplements or deals with matters incidental to the [NES](#) provisions.

### 23.2 Shiftworkers for the purposes of the NES

For the purpose of section 87(1)(b) of the [Act](#), a **shiftworker** is an employee:

- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week; and
- (b) who is regularly rostered to work on Sundays and public holidays.

### 23.3 Payment for annual leave

- (a) Employees will be paid their minimum hourly rate of pay during periods of annual leave for the hours so taken.
- (b) An employee entitled to a first aid allowance in accordance with clause 19.2(b) will be paid that allowance when on annual leave.

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](#)).

### 23.4 Annual leave loading

- (a) The employee will be paid an annual leave loading of **17.5%** calculated on the employee's minimum weekly rate of pay in addition to payment for annual leave provided.
- (b) Annual leave loading will, at the discretion of the employer, be paid in any of the following ways:
  - (i) on the anniversary date of employment;
  - (ii) on the same date each year as determined by the employer; or
  - (iii) when taking annual leave.
- (c) The maximum amount of annual leave loading that an employer may be required to pay in any year of service will not exceed **70%** of the minimum weekly rate for Level 11.

### 23.5 Annual close-down

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

### 23.6 Excessive leave accruals: general provision

NOTE: Clauses 23.6 to 23.8 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 clause 23.2).
- (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 23.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### 23.7 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 23.6(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 clause 23.7(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 23.6, 23.7 or 23.8 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 clause 23.7(a) that is in effect.

- (d) An employee to whom a direction has been given under clause 23.7(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 clause 23.7(d) may result in the direction ceasing to have effect. See clause 23.7(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.

### **23.8 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(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 clause 23.8(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 23.7(a) that, when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 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 clause 23.8(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 23.6, 23.7 or 23.8 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 clause 23.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 23.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 23.8(a).

**23.9 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 23.9 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.9 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 23.9, 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.

**23.10 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.10.
- (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 23.10 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 23.10 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 23.10 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 23.10.

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 23.10.

NOTE 3: An example of the type of agreement required by clause 23.10 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

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

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

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

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

## **26. Community service leave**

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

## **27. Unpaid family and domestic violence leave**

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.



## **28. Public holidays**

**28.1** Public holiday entitlements are provided for in the [NES](#).

**28.2** Where an employee is required to work on a public holiday they will be paid **250%** of the minimum hourly rate for the actual hours worked.

### **28.3 Observed public holiday**

(a) Where an employee is required to work on the observed public holiday they will be paid **250%** of the minimum hourly rate for the actual hours worked.

(b) An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.

### **28.4 Substitution of public holiday by agreement**

An employer and employee may agree to substitute a public holiday as provided by the [NES](#) with an alternative day.

### **28.5 Public holiday occurring on a rostered day off**

(a) When a public holiday occurs on a day on which an employee is rostered off while employed on a 7 day a week rotating roster system, the employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay.

(b) Instead of making the additional payment in clause 28.5(a), the employer may grant a day's leave for each such public holiday which may be taken at a time that is mutually agreed to between the employer and the employee.

### **28.6 Part-day public holiday**

For provisions relating to part-day public holidays see Schedule I—Part-day Public Holidays.

## **Part 7—Consultation and Dispute Resolution**

### **29. Consultation about major workplace change**

**29.1** 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.
- 29.2** For the purposes of the discussion under clause 29.1(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.
- 29.3** Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 29.4** 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 29.1(b).
- 29.5** In clause 29 **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.
- 29.6** Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

### **30. Consultation about changes to rosters or hours of work**

- 30.1** Clause 30 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.
- 30.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 30.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 30.2 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.

**30.4** The employer must consider any views given under clause 30.3(b).

**30.5** Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **31. Dispute resolution**

**31.1** Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**31.2** 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.

**31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, 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.

**31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

**31.5** 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.

**31.6** 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.

**31.7** 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 31.

**31.8** While procedures are being followed under clause 31 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.

**31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

**31.10 Dispute Resolution Training Leave**

- (a) An eligible employee shall be entitled to a maximum of 5 days paid leave to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this award and /or industrial issues which arise at the workplace. ·
- (b) Eligible employees are only entitled to leave in accordance with clause 31.10 for accredited courses.
- (c) Such leave will be available to an individual eligible employee once only during their employment. The employer and eligible employee may reach an agreement on any requests for refresher training.
- (d) For the purpose of clause 31.10 an accredited course means Dispute Resolution Training Course conducted by or on behalf of a registered training organisation whose scope of registration includes industrial relations training.
- (e) Nothing in clause 31.10 will prevent the employer and the eligible employee from reaching agreement that such training can be provided by a union or other accredited training provider(s).
- (f) An eligible employee is defined as a full-time or part-time employee:
  - (i) who is a union delegate, who has been duly appointed by a union and the employer has been formally notified of that appointment; and
  - (ii) who has completed 12 months continuous service with the current employer.
- (g) An eligible employee must comply with the following notice requirements:
  - (i) provide the employer with at least 5 weeks prior notice in writing of their request to attend a dispute resolution training course;
  - (ii) outline details of the type, content, venue and duration of the course to be attended in the written notice provided in accordance with clause 31.10(g)(i)
- (h) The employer will consider a request for leave in accordance with clause 31.10 having regard to:
  - (i) the operational requirements of the employer; and
  - (ii) the capacity of the employer to make adequate staffing arrangements among current employees during the proposed period of leave.
- (i) An employer must not unreasonably refuse to agree to a request by the employee to take dispute resolution training leave.
- (j) An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of the minimum hourly rate for such absence.

- (k) An eligible employee will be required to provide the employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
- (l) Leave granted pursuant to clause 31.10 counts as service for all purposes of this award.

## Part 8—Termination of Employment and Redundancy

### 32. Termination of employment

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

#### 32.1 Notice of termination by an employee

- (a) Clause 32.1 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>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</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
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 32.1(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 32.1(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 32.1(b), then no deduction can be made under clause 32.1(d).

- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

### **32.2 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 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## **33. Redundancy**

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

### **33.1 Transfer to lower paid duties on redundancy**

- (a) Clause 33.1 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 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(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.

### **33.2 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 33 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.

**33.3 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 33.3(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 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

## Schedule A—Classification Definitions

This award structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

### A.1 Level 1

Level 1 covers entry level for operational employees with minimal experience and qualifications.

- A.1.1 Authority and accountability:** Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.
- A.1.2 Judgment and problem solving:** Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.
- A.1.3 Specialist knowledge and skills:** Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.
- A.1.4 Management skills:** Not required at this level.
- A.1.5 Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A.1.6 Qualifications and experience:** An employee in this level will have commenced on-the-job training, which may include an induction course.

### A.2 Level 2

Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent experience.

- A.2.1 Authority and accountability:** Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
- A.2.2 Judgment and problem solving:** Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.
- A.2.3 Specialist knowledge and skills:** Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.
- A.2.4 Management skills:** Not required at this level.



- A.2.5 **Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A.2.6 **Qualifications and experience:** Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

### A.3 Level 3

Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative employees.

- A.3.1 **Authority and accountability:** Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.
- A.3.2 **Judgment and problem solving:** Personal judgment is required to follow predetermined procedures where a choice between more than 2 options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- A.3.3 **Specialist knowledge and skills:** Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.
- A.3.4 **Management skills:** Not required at this level.
- A.3.5 **Interpersonal skills:** Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.
- A.3.6 **Qualifications and experience:** Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

### A.4 Level 4

Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees.

- A.4.1 **Authority and accountability:** Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.
- A.4.2 **Judgment and problem solving:** The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.
- A.4.3 **Specialist knowledge and skills:** Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant,

machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

- A.4.4 Management skills:** Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the 'work face'.
- A.4.5 Interpersonal skills:** Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.
- A.4.6 Qualifications and experience:** Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:
- (a) a trade certificate or equivalent;
  - (b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or
  - (c) knowledge and skills gained through on-the-job training.

## **A.5 Level 5**

Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.

- A.5.1 Authority and accountability:** The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.
- A.5.2 Judgment and problem solving:** Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.
- A.5.3 Specialist knowledge and skills:** Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.
- A.5.4 Management skills:** May require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.
- A.5.5 Interpersonal skills:** Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.
- A.5.6 Qualifications and experience:** Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:

- (a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or
- (b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

## A.6 Level 6

Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.

- A.6.1 Authority and accountability:** May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
- A.6.2 Judgment and problem solving:** Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.
- A.6.3 Specialist knowledge and skills:** Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- A.6.4 Management skills:** May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
- A.6.5 Interpersonal skills:** Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.
- A.6.6 Qualifications and experience:** Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:
  - (a) diploma or advanced diploma; or
  - (b) appropriate in-house training or equivalent.

## A.7 Level 7

Level 7 covers specialist technical employees undertaking duties in excess of Level 6 and is the entry level for graduate professional employees.

- A.7.1 Authority and accountability:** Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees.

May work with a team of employees requiring the review and approval of more complex elements of the work.

- A.7.2 Judgment and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.
- A.7.3 Specialist knowledge and skills:** Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.
- A.7.4 Management skills:** Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.
- A.7.5 Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.
- A.7.6 Qualifications and experience:** Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

## **A.8 Level 8**

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.

- A.8.1 Authority and accountability:** Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- A.8.2 Judgment and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.
- A.8.3 Specialist knowledge and skills:** Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
- A.8.4 Management skills:** Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects involving employees in lower levels and other resources.

**A.8.5 Interpersonal skills:** Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

**A.8.6 Qualifications and experience:** Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

## **A.9 Level 9**

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.

**A.9.1 Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.

**A.9.2 Judgment and problem solving:** Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.

**A.9.3 Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

**A.9.4 Management skills:** Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.

**A.9.5 Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

**A.9.6 Qualifications and experience:** Employees will have a relevant degree or equivalent with extensive practical experience.

## **A.10 Level 10**

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.

- A.10.1 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.
- A.10.2 Judgment and problem solving:** Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A.10.3 Specialist knowledge and skills:** Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
- A.10.4 Management skills:** Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A.10.5 Interpersonal skills:** Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.
- A.10.6 Qualifications and experience:** Employees require a relevant degree or equivalent and management experience.

## **A.11 Level 11**

Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.

- A.11.1 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.
- A.11.2 Judgment and problem solving:** Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A.11.3 Specialist knowledge and skills:** Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.
- A.11.4 Management skills:** Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.



**A.11.5 Interpersonal skills:** Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.

**A.11.6 Qualifications and experience:** Positions require a relevant degree or equivalent and significant management experience.

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**Schedule B—Summary of Hourly Rates of Pay**

**B.1 Full-time and part-time adult employees**

**B.1.1 Full-time and part-time adult employees—ordinary and penalty rates**

	Ordinary hours	Work outside span of ordinary hours	Saturday <sup>1</sup>	Sunday <sup>1</sup>	Public holiday
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>120%</b>	<b>150%</b>	<b>175%</b>	<b>250%</b>
	\$	\$	\$	\$	\$
Level 1	20.84	25.01	31.26	36.47	52.10
Level 2	21.54	25.85	32.31	37.70	53.85
Level 3	22.37	26.84	33.56	39.15	55.93
Level 4	22.70	27.24	34.05	39.73	56.75
Level 5	24.12	28.94	36.18	42.21	60.30
Level 6	26.10	31.32	39.15	45.68	65.25
Level 7	26.55	31.86	39.83	46.46	66.38
Level 8	28.69	34.43	43.04	50.21	71.73
Level 9	30.69	36.83	46.04	53.71	76.73
Level 10	33.55	40.26	50.33	58.71	83.88
Level 11	37.83	45.40	56.75	66.20	94.58

<sup>1</sup> See clause 22.2

**B.1.2 Full-time and part-time adult employees—overtime rates**

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
Level 1	31.26	41.68	41.68	52.10
Level 2	32.31	43.08	43.08	53.85



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	<b>Monday to Saturday – first 2 hours</b>	<b>Monday to Saturday – after 2 hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 3	33.56	44.74	44.74	55.93
Level 4	34.05	45.40	45.40	56.75
Level 5	36.18	48.24	48.24	60.30
Level 6	39.15	52.20	52.20	65.25
Level 7	39.83	53.10	53.10	66.38
Level 8	43.04	57.38	57.38	71.73
Level 9	46.04	61.38	61.38	76.73
Level 10	50.33	67.10	67.10	83.88
Level 11	56.75	75.66	75.66	94.58

**B.2 Casual adult employees**

**B.2.1 Casual adult employees—ordinary and penalty rates**

	<b>Ordinary hours</b>	<b>Work outside spread of ordinary hours</b>	<b>Saturday<sup>1</sup></b>	<b>Sunday<sup>1</sup></b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>145%</b>	<b>175%</b>	<b>200%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	26.05	30.22	36.47	41.68	57.31
Level 2	26.93	31.23	37.70	43.08	59.24
Level 3	27.96	32.44	39.15	44.74	61.52
Level 4	28.38	32.92	39.73	45.40	62.43
Level 5	30.15	34.97	42.21	48.24	66.33
Level 6	32.63	37.85	45.68	52.20	71.78
Level 7	33.19	38.50	46.46	53.10	73.01

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	<b>Ordinary hours</b>	<b>Work outside spread of ordinary hours</b>	<b>Saturday<sup>1</sup></b>	<b>Sunday<sup>1</sup></b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>145%</b>	<b>175%</b>	<b>200%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 8	35.86	41.60	50.21	57.38	78.90
Level 9	38.36	44.50	53.71	61.38	84.40
Level 10	41.94	48.65	58.71	67.10	92.26
Level 11	47.29	54.85	66.20	75.66	104.03

<sup>1</sup> See clause 22.2

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## Schedule C—Summary of Monetary Allowances

See clause 19—Allowances for full details of allowances payable under this award.

### C.1 Wage-related allowances:

C.1.1 The following wage-related allowances are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum hourly rate for a Level 4 employee in clause 16.1—Minimum rates = **\$22.70**

Allowance	Clause	% of <a href="#">standard rate</a>	\$	Payable
Leading hand allowance— Supervisor level 3 or 4— supervising 1–5 employees	19.2(a)	110	24.97	per week
Leading hand allowance— Supervisor level 3 or 4— supervising 6–15 employees	19.2(a)	150	34.05	per week
Leading hand allowance— Supervisor level 3, 4 or 5— supervising over 15 employees	19.2(a)	190	43.13	per week
First aid allowance	19.2(b)	70	15.89	per week
Adverse working conditions allowance—Level 1	19.2(c)(iii)	3.5	0.79	per week
Adverse working conditions allowance—Level 2	19.2(c)(iii)	5.0	1.14	per week
Adverse working conditions allowance—Level 3	19.2(c)(iii)	50	11.35	per week
Camping allowance (operative from 31 January 2014)	19.2(d)(i)	115	26.11	per night
On-call allowance—Monday to Friday	19.2(e)(i)	100	22.70	per day
On-call allowance—Saturday	19.2(e)(ii)	150	34.05	per day
On-call allowance—Sunday or public holiday	19.2(e)(iii)	200	45.40	per day
Sleepover allowance— additional to on-call allowance in clause 19.2(e)	21.7(a)	50	11.35	per week

### C.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.

## C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 19.3:

Allowance	Clause	\$	Payable
Meal allowance—Overtime of more than 2 hours—minimum 10 hours on duty	19.3(a)(i)	15.94	per occasion
Meal allowance—After further 4 hours of overtime	19.3(a)(ii)	15.94	per occasion
Tool allowance—tradespersons and apprentices	19.3(b)(i)	19.00	per week
Vehicle allowance—Motor vehicle	19.3(c)(i)	0.78	per km
Vehicle allowance—Motorcycle	19.3(c)(i)	0.26	per km

### C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

## Schedule D—School-based Apprentices

- D.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.
- D.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.
- D.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.
- D.4** For the purposes of clause D.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.
- D.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.
- D.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.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 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.
- D.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.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule E—Supported Wage System

**E.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.

**E.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

### **E.3 Eligibility criteria**

**E.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.

**E.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.

## E.4 Supported wage rates

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

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

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

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

## E.5 Assessment of capacity

E.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.

E.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](#).

## E.6 Lodgement of SWS wage assessment agreement

E.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.

E.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.

## **E.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.

## **E.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.

## **E.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.

## **E.10 Trial period**

- E.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 4 weeks) may be needed.
- E.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.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.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 E.5.



### Schedule F—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 G—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\_\_\_

## 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—Part-day Public Holidays

- I.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- I.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause I.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause I.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- I.3** This schedule is not intended to detract from or supplement the [NES](#).