

**“ANNEXURE B”**

**FFIA2010 v IPCA Enterprise Agreement 2011 (VIC, ACT, NT) Comparison**

Clause	FFIA 2010	IPCA (VIC, ACT, NT) Enterprise Agreement 2011	<b>BOOT</b> <span style="background-color: #90EE90;">Better</span> <span style="background-color: #FFFF00;">Neutral</span> <span style="background-color: #FF0000;">Worse</span>
Title	1 Title This award is the Fast Food Industry Award 2010.	1.1 This Agreement shall be known as the IPCA (VIC, ACT, NT) Enterprise Agreement 2011.	Neutral
Commencement and Transitional	2. Commencement and transitional  2.1 This award commences on 1 January 2010. 2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment. 2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with: <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul>	This Agreement:  4.1. Will operate from the Commencement Date and shall remain in operation for a period of 4 years from the date the Agreement is approved by Fair Work Australia (the "Nominal Expiry Date");	Neutral  Dates: Commences 21 July 2011 Nominal expiry: 21 July 2015

**“ANNEXURE B”**

	<p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"><li>(a) on its own initiative; or</li><li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li><li>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</li><li>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more</li></ul>		
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**“ANNEXURE B”**

	outworkers to whom the arrangements relate.		
Definitions and interpretation	<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears: Act means the Fair Work Act 2009 (Cth) agreement-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</p> <p>award-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</p> <p>casual employee has the meaning given by section 15A of the Act default fund employee means an employee who has no chosen fund within the meaning of the Superannuation Guarantee (Administration) Act 1992 (Cth)</p> <p>defined benefit member has the meaning given by the Superannuation Guarantee (Administration) Act 1992 (Cth)</p> <p>Division 2B State award has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</p>	<p>3 Definitions</p> <p>3.1. "Agreement" means this IPCA (VIC, ACT &amp; NT) Enterprise Agreement 2011.</p> <p>3.2. "Capacity" means full time, part time or casual employment.</p> <p>3.3. "Casual Employee" means an Employee employed to work on an hourly basis, when available and as required by the Employer.</p> <p>3.4. "Commencement Date" means the seventh day following the date this Agreement is approved by Fair Work Australia.</p> <p>3.5. "Immediate Family" means: (a) an Employee's spouse (including former spouse, de-facto spouse or former de- facto spouse or same sex partner), child (including stepchild, adopted child, ex- nuptial child or adult child), parent, grandparent, grandchild or sibling; (b) a child, parent, grandparent, grandchild or sibling of an Employee's spouse.</p> <p>3.6. "Job Classification" means the Job Classification in which an Employee is employed by the Employer as set out in Clause 10,1.</p> <p>3.7. "Letter of Engagement" means a letter provided to an Employee which sets out: (a) whether an Employee is full time, part time or casual;</p>	Neutral

**“ANNEXURE B”**

	<p>Division 2B State employment agreement has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</p> <p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>enterprise award-based instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</p> <p>exempt public sector superannuation scheme has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)</p> <p>fast food industry means the industry of taking orders for and/or preparation and/or sale and/or delivery of:</p> <ul style="list-style-type: none"> <li>• meals, snacks and/or beverages, which are sold to the public primarily to be consumed away from the point of sale;</li> <li>• take away foods and beverages packaged, sold or served in such a manner as to allow their being taken from the point of sale to be consumed</li> </ul>	<p>(b) the Employee's Job Classification;</p> <p>(c) the Employee's Rostered Hours of Work (where known);</p> <p>(d) the Minimum Wage Rate Schedule applicable to the Employee;</p> <p>(e) the Employee's Wage Rate where this is higher than the minimum Wage Rate outlined in the applicable Minimum Wage Rate Schedule;</p> <p>(f) the Employee's entitlement to allowances (If any); and any other terms and conditions of employment not provided for in this Agreement.</p> <p>3.8. "Minimum Wage Rate Schedule" means a Wage Rate Schedule outlined in this Agreement setting out the minimum Wage Rates applicable to an Employee in accordance with Clause 23.</p> <p>3.9. "Non-salaried Employee" means an Employee who receives an hourly rate of pay for each hour worked and who receives payment for additional hours worked in accordance with Clause 18.</p> <p>3.10. "Off-the-job training" means structured training delivered by a registered training organisation separate from normal work duties or general supervised practice undertaken on the job.</p> <p>3.11. "Overtime" means Overtime in accordance with Clause 18.</p> <p>3.12. "Permanent Employee" means a full time or part time Employee.</p>	
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**“ANNEXURE B”**

	<p>elsewhere should the customer so decide; and/or</p> <ul style="list-style-type: none"> <li>• food and/or beverages in food courts and/or in shopping centres and/or in retail complexes, excluding coffee shops, cafes, bars and restaurants providing primarily a sit down service inside the catering establishment</li> </ul> <p>Jobkeeper payment means a jobkeeper payment payable to an entity under section 14 of the Coronavirus Economic Response Package (Payments and Benefits) Rules 2020</p> <p>MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)</p> <p>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</p> <p>standard rate means the minimum weekly wage for a Fast Food Employee Level 2 in clause 17—Minimum weekly wages. Where an allowance is provided for on an hourly basis, a reference to</p>	<p>3.13. "Rostered Hours of Work" means the hours required to be worked by an Employee.</p> <p>3.14. "Salaried Employee" means an Employee who receives an annual salary in satisfaction of all hours worked and who does not receive payment for additional hours worked in accordance with Clause 20.</p> <p>3.15. "Schedule" means a Schedule to this Agreement.</p> <p>3.16. "Shift" means the continuous period of time from when an Employee starts work to when the Employee finishes work for any rostered shift (excluding unpaid meal breaks).</p> <p>3.17. "Wage Rate" means:</p> <p>(a) In the case of full time Salaried Employees, the relevant salary set out in the nominated Minimum Wage Rates Schedule (expressed either as an annual amount or as a notional hourly amount); or</p> <p>(b) In the case of Non-salaried Employees, one of the following rates of pay set out in the nominated Minimum Wage Rates Schedule:</p> <p>(i) Ordinary Wage Rate;</p> <p>(ii) Casual Wage Rate; or</p> <p>(iii) Loaded Wage Rate.</p> <p>(c) "Ordinary Wage Rate" means the Wage Rate payable for all Rostered Hours of Work,</p> <p>(d) "Casual Wage Rate" means the Wage Rate paid to Casual Employees for all Rostered Hours of Work, including a casual loading.</p>	
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**“ANNEXURE B”**

	<p>standard rate means 1/38th of the weekly wage referred to above.</p> <p>transitional minimum wage instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>(e) "loaded Wage Rate" means the Ordinary Wage Rate, plus a component for pre- payment of annual leave and personal leave entitlements.</p> <p>(f) For the avoidance of doubt, "Wage Rate" excludes Overtime (Clause 18)</p>	
<p>Coverage</p>	<p>4 Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the fast food industry and their employees in the classifications listed in clause 17— Minimum weekly wages to the exclusion of any other modern award. The award does not cover employers in the following industries:</p> <ul style="list-style-type: none"> <li>• the hospitality industry; or</li> <li>• the general retail industry.</li> </ul> <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or</p>	<p>The parties to this Agreement are:</p> <p>2.1. The employers referred to at Schedule 1 of the Agreement (referred to individually or collectively as appropriate throughout this Agreement as "the Employer"); and</p> <p>2.2. All employees employed by the Employer in the Job Classifications set out in this Agreement ("the Employees").</p>	<p>Neutral</p>

**“ANNEXURE B”**

	<p>employers in relation to those employees.</p> <p>4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those 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. This subclause operates subject to the exclusions from coverage in this award.</p>		
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**“ANNEXURE B”**

	<p>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 employee are covered by an award with occupational coverage.</p>		
Access to award and NES	<p>5 Access to the award and the National Employment Standards</p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p>	No equivalent.	Worse
NES	<p>6 The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	No equivalent.	Worse
Probation period	<p>FAIR WORK ACT 2009 - SECT 383 Meaning of minimum employment period</p>	8 Probation Period	Neutral



**“ANNEXURE B”**

	<p>The minimum employment period is:</p> <p>(a) if the employer is not a small business employer--6 months ending at the earlier of the following times:</p> <p style="padding-left: 40px;">(i) the time when the person is given notice of the dismissal;</p> <p style="padding-left: 40px;">(ii) immediately before the dismissal;</p> <p>or</p> <p>(b) if the employer is a small business employer--one year ending at that time.</p>	<p>8.1. Permanent Employees employed after the Commencement Date, shall be employed subject to a 3 month probation period of employment which shall be confirmed to the Employee in their Letter of Engagement.</p> <p>8.2. During the probation period, the Employee or the Employer may terminate the Employee's employment with the giving of 1 week's notice.</p> <p>8.3. Nothing in this Clause shall affect the operation of the minimum period of employment prescribed in the Fair Work Act 2009 with respect to protection from unfair dismissal.</p>	
Award Flexibility	<p>7. Individual flexibility arrangements</p> <p>7.1 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:</p> <p>(a) arrangements for when work is performed; or</p> <p>(b) overtime rates; or</p> <p>(c) penalty rates; or</p> <p>(d) allowances; or</p> <p>(e) annual leave loading.</p> <p>7.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.</p>	<p>5 Individual Flexibility Arrangements</p> <p>5.1. The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:</p> <p>(a) the individual flexibility arrangement deals with 1 or more of the following matters:</p> <p style="padding-left: 20px;">(i) Clause 15 (Hours of Work and Rosters);</p> <p style="padding-left: 20px;">(ii) Clause 17 (Meal and Rest Breaks);</p> <p style="padding-left: 20px;">(iii) Clause 18 (Overtime); and</p> <p style="padding-left: 20px;">(iv) Clause 40.3 (Payment for public holidays worked).</p> <p>(b) the individual flexibility arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in Clause 5.1(a); and</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• does not include protections such as the obligation to provide translations.</li> </ul>

**“ANNEXURE B”**

	<p>7.3 An agreement may only be made after the individual employee has commenced employment with the employer.</p> <p>7.4 An employer who wishes to initiate the making of an agreement must:</p> <p>(a) give the employee a written proposal; and</p> <p>(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.</p> <p>7.5 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.</p> <p>7.6 An agreement must do all of the following:</p> <p>(a) state the names of the employer and the employee; and</p> <p>(b) identify the award term, or award terms, the application of which is to be varied; and</p> <p>(c) set out how the application of the award term, or each award term, is varied; and</p>	<p>(c) the individual flexibility arrangement is genuinely agreed to by the Employer and the Employee.</p> <p>5.2. The Employer must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under the Fair Work Act 2009; and</p> <p>(b) are not unlawful terms under the Fair Work Act 2009; and</p> <p>(c) result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made.</p> <p>5.3. The Employer must ensure that the individual flexibility arrangement:</p> <p>(a) is in writing; and</p> <p>(b) includes the name of the Employer and the Employee; and</p> <p>(c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and</p> <p>(d) includes details of:</p> <p>(i) the terms of this Agreement that will be varied by the individual flexibility arrangement; and</p> <p>(ii) how the individual flexibility arrangement will vary the effect of the terms; and</p> <p>(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the individual flexibility arrangement; and</p>	
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**“ANNEXURE B”**

	<p>(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</p> <p>(e) state the date the agreement is to start.</p> <p>7.7 An agreement must be:</p> <p>(a) in writing; and</p> <p>(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.</p> <p>7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.</p> <p>7.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.</p> <p>7.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.</p> <p>7.11 An agreement may be terminated:</p> <p>(a) at any time, by written agreement between the employer and the employee; or</p>	<p>(e) states the day on which the individual flexibility arrangement commences.</p> <p>5.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>5.5. The employer or the Employee may terminate the individual flexibility arrangement:</p> <p>(a) by giving no more than 28 days written notice to the other party to the individual flexibility arrangement; or</p> <p>(b) if the Employer and the Employee agree in writing-at any time.</p>	
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**“ANNEXURE B”**

	<p>(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).</p> <p>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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).</p> <p>7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.</p> <p>7.13 The right to make an agreement under clause 7 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.</p>		
Flexibility of duties	No equivalent	<p>11 Flexibility of Duties</p> <p>11.1. Employees are expected to willingly accept flexibility of jobs and duties throughout their employment and to take all reasonable steps to achieve quality, accuracy, efficiency and completion</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>the ambiguous nature of the Agreement’s 11.2 opens the provision to abuse</li> </ul>

**“ANNEXURE B”**

		<p>of any reasonable job or task assigned by their Employer.</p> <p>11.2. A reasonable change in duties to accommodate an Employer's business needs will not attract any extra payment and will not be deemed to constitute termination of employment, except where such a change results in the Employee performing the duties of a higher Job Classification on an ongoing basis.</p>	
Mixed functions	No equivalent	<p>11.3. Mixed Functions</p> <p>An Employee engaged for more than two hours during one day or Shift on duties carrying a higher Wage Rate than their ordinary Job Classification must be paid the higher Wage Rate for such day or Shift. If an Employee performs the additional duties for two hours or less during one day or Shift, the Employee must be paid the higher Wage Rate only for the time so worked.</p>	Better – note that while the provision as drafted gives a right which has no equivalent in the Award, because of the operation of the various pay schedules together with section 206 of the FWA the actual benefit may be mitigated or entirely eroded.
Company policies	No equivalent	<p>12 Company Policies</p> <p>12.1 Employees are required to be aware of all policies and procedures which are made readily available by the Employer and advise if any part is not understood.</p> <p>12.2. The Employer may amend its policies from time to time and will advise Employees of any amendments made.</p>	Neutral

**“ANNEXURE B”**

		12.3. For the avoidance of doubt, the policies and procedures of the Employer are not incorporated into this Agreement.	
Location and transfer of employment	No equivalent	<p>13 Location and Transfer of Employment</p> <p>13.1. The Employer employs Employees at its business premises or such other location as directed by the Employer from time to time.</p> <p>13.2. The Employer may relocate Employees from one location to another, on a permanent or temporary basis but will first consult with the Employee to ensure that such relocation takes into account the Employee's personal circumstances.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>The Award presumes that an employee is employed at a stable location, the changing of which attracts allowances.</li> </ul>
Shift swaps	No equivalent	<p>16. Shift Swaps</p> <p>In the event that an Employee is unable to work the Shift rostered to them, they may only swap their Shift with another Employee upon the following conditions:</p> <p>16.1. The Shift may only be swapped with the authorisation of the Employer;</p> <p>16.2. The Shift may only be swapped with an Employee engaged of the same Capacity, Job Classification and experience level; and</p> <p>16.3. The details of the Shift swapped must be notified to the Employer prior to the commencement of the Shift.</p>	Neutral

**“ANNEXURE B”**

<p>Team meetings and training</p>	<p>No equivalent</p>	<p>21 Team Meetings and Training</p> <p>21.1. Employers shall endeavour to schedule team meetings and training to take place during Employee Rostered Hours of Work.</p> <p>21.2. Optional team meetings and training                  (a) Employers may, from time to time, request Employees to attend team meetings outside Rostered Hours of Work.                  (b) Subject to Clause 21.3, Employees shall not be entitled to any additional payment for time spent in attendance at team meetings, training or other employee gatherings.</p> <p>21.3. Mandatory team meetings and training                  (a) Employers may require an Employee to attend a team meeting or training outside the Employee's Rostered Hours of Work where this is reasonable, having regard to the Employee's family, schooling or other responsibilities.                  (b) In the event that an Employer requires an Employee to attend a team meeting or training outside their Rostered Hours of Work, the Employee shall be paid the Wage Rate for the period for which the Employee was required to be present.</p> <p>21.4. For the avoidance of doubt:                  (a) Part time trainees undertaking accredited workplace training shall not be paid for time spent at off-the-job training; and                  (b) Full time trainees and apprentices undertaking accredited workplace training shall be paid for time spent at off-the-job training.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• 21.2 excludes optional team meetings and training from payment.</li> <li>• 21.3 states that such meetings or training which take place outside the rostered hours of work will be paid the wage rate. Under FFIA this would be overtime.</li> </ul>
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**“ANNEXURE B”**

Expenses	No equivalent	<p>28 Expenses</p> <p>28.1. Employees shall be reimbursed for all reasonable travel, accommodation and like expenses incurred in the carrying out of the Employee's duties, provided the Employer has previously authorised such expenses and:</p> <p>(a) For reimbursement for reasonable travel expenses-the Employee has provided the Employer with a written record indicating the number of kilometres travelled and the reason for the travel; and</p> <p>(b) For reimbursement of all other expenses-a tax invoice relating to the expense has been provided.</p> <p>28.2. Reimbursement for reasonable travel expenses does not include travel which is undertaken as part of the daily tasks required to complete an Employee's duties.</p>	Worse – the Award provides for superior allowances.
General leave provisions	<i>See Fair Work Act provisions below.</i>	<p>29 General Leave Provisions</p> <p>29.1. All paid leave provided for in this Agreement shall be paid at the Wage Rate.</p> <p>29.2. The rules set out in the Fair Work Act 2009 in relation to the taking of leave will apply in conjunction with this Agreement.</p> <p>29.3. Part time Employee shall accrue leave entitlements on a pro-rata basis.</p>	<p>Worse – Does not specify the annual leave loading of the Award.</p> <p>An ambiguity as to whether a part-time employee will be entitled to their 10 days of personal leave per year as per section 96 of the Act.</p>



**“ANNEXURE B”**

		<p>29.4. Casual Employees shall not be entitled to leave unless specified otherwise under this Agreement or under the Fair Work Act 2009.</p>	
<p>Stand down</p>	<p>FAIR WORK ACT 2009 - SECT 524 Employer may stand down employees in certain circumstances</p> <p>(1) An employer may, under this subsection, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:</p> <p>(a) industrial action (other than industrial action organised or engaged in by the employer);</p> <p>(b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;</p> <p>(c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.</p> <p>(2) However, an employer may not stand down an employee under subsection (1) during a period in which the employee cannot usefully be employed because of a circumstance referred to in that subsection if:</p> <p>(a) an enterprise agreement, or a contract of employment, applies to the employer and the employee; and</p> <p>(b) the agreement or contract provides for the employer to stand down</p>	<p>41 Stand Down</p> <p>41.1. The Employer shall have the right to stand down an Employee without pay where an Employee cannot be usefully employed because of a natural disaster, power failure or any stoppage of work by a cause for which the Employer cannot reasonably be held responsible.</p> <p>41.2. This Clause does not operate to affect continuity of employment for the purposes of accrual of leave entitlements.</p>	<p>Neutral</p>

**“ANNEXURE B”**

	<p>the employee during that period if the employee cannot usefully be employed during that period because of that circumstance.</p> <p>Note 1: If an employer may not stand down an employee under subsection (1), the employer may be able to stand down the employee in accordance with the enterprise agreement or the contract of employment.</p> <p>Note 2: An enterprise agreement or a contract of employment may also include terms that impose additional requirements that an employer must meet before standing down an employee (for example requirements relating to consultation or notice).</p> <p>(3) If an employer stands down an employee during a period under subsection (1), the employer is not required to make payments to the employee for that period.</p>		
<p>Continuous service</p>	<p>No equivalent</p>	<p>42 Continuous Service</p> <p>42.1. Any period of paid leave under Clauses 30, 31, 36, 38, or time off on a public holiday under Clause 40 will be counted as continuous service for the purposes of future leave accrual.</p> <p>42.2. Any period of unpaid leave under Clauses 33, 35, 37 or 39 will not break continuous service,</p>	<p>Neutral</p>

**“ANNEXURE B”**

		<p>but will not be counted as continuous service, for the purposes of future leave accrual.</p> <p>42.3. Any period of unpaid leave taken in accordance with Clause 32 will be counted as continuous service for the purposes of future leave accrual.</p>	
Incapacity to work	No equivalent	<p>46 Incapacity to Work</p> <p>46.1 In the event that an Employee is absent from performing duties due to illness or other incapacity for a period of not less than 90 days in any 12 month period (excluding paid personal leave), and is unable to demonstrate to the Employer that they will be able to return to work and perform the inherent requirements of their position within a reasonable period of time, the Employer shall be entitled to terminate that Employee's employment by giving notice of termination of employment or by a payment in lieu of notice.</p> <p>46.2. This Clause does not affect the Employee's rights and entitlements under any applicable law relating to workers' compensation.</p>	Neutral
Property of the employer	No equivalent	<p>48 Property of the Employer</p> <p>48.1. In the event of termination, an Employee must return to the Employer all property of the Employer which is in the possession, custody or control of the Employee. This includes, without limitation, tools, uniforms, keys, equipment, mobile telephones, documents, policies, manuals, or other</p>	Worse – allows the employer to withhold final pay. Places the onus on employees to return property which includes electronic property.

**“ANNEXURE B”**

		<p>information whether in electronic, written or other form. Employees undertake not to retain any copies of any such property.</p> <p>48.2. The employer has the right to withhold any final pay until all property is returned as required by this Clause.</p> <p>48.3. Employees are responsible for all loss and damage suffered by the Employer due to wilful acts or negligence on their part caused during their employment, including loss and damage to property belonging to the Employer.</p>	
Deductions	<p>FAIR WORK ACT 2009 - SECT 324 Permitted deductions (1) An employer may deduct an amount from an amount payable to an employee in accordance with subsection 323(1) if:</p> <p>(a) the deduction is authorised in writing by the employee and is principally for the employee's benefit; or</p> <p>(b) the deduction is authorised by the employee in accordance with an enterprise agreement; or</p> <p>(c) the deduction is authorised by or under a modern award or an FWC order; or</p> <p>(d) the deduction is authorised by or under a law of the Commonwealth, a</p>	<p>49 Deductions</p> <p>The Employer reserves the right to deduct from an Employee's wages or, upon the termination of employment, to deduct from final pay, including from any accrued leave entitlements, any sums owed to the Employer by the Employee relating to their employment, in respect to the following:</p> <p>49.1. Any overpayments of wages or over-reimbursement of expenses;</p> <p>49.2. Where the Employee fails to work out the required period of notice of termination as set out in Clause 44.2, an amount equal to the relevant Wage Rate the Employee would have received had the Employee worked out the required notice period;</p> <p>49.3. The replacement value of any property belonging to the Employer provided to the Employee or under the Employee's control for the purposes of</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• gives an unfettered right contrary to s324 of the Act.</li> </ul>

**“ANNEXURE B”**

	<p>State or a Territory, or an order of a court.</p> <p>Note 1: A deduction in accordance with a salary sacrifice or other arrangement, under which an employee chooses to:</p> <ul style="list-style-type: none"><li>(a) forgo an amount payable to the employee in relation to the performance of work; but</li><li>(b) receive some other form of benefit or remuneration;</li></ul> <p>will be permitted if it is made in accordance with this section and the other provisions of this Division.</p> <p>Note 2: Certain terms of modern awards, enterprise agreements and contracts of employment relating to deductions have no effect (see section 326). A deduction made in accordance with such a term will not be authorised for the purposes of this section.</p> <p>(2) An authorisation for the purposes of paragraph (1)(a):</p> <ul style="list-style-type: none"><li>(a) must specify the amount of the deduction; and</li><li>(b) may be withdrawn in writing by the employee at any time.</li></ul>	<p>completing employment duties that the Employee has not returned upon termination, as required by Clause 48; or</p> <p>49.4. The value of any unaccrued leave taken in advance.</p>	
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**“ANNEXURE B”**

	(3) Any variation in the amount of the deduction must be authorised in writing by the employee.		
Consultation regarding major workplace change	<p>8 Consultation about major workplace change</p> <p>8.1 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:</p> <p>(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and</p> <p>(b) discuss with affected employees and their representatives (if any):</p> <p>(i) the introduction of the changes; and</p> <p>(ii) their likely effect on employees; and</p> <p>(iii) measures to avoid or reduce the adverse effects of the changes on employees; and</p> <p>(c) commence discussions as soon as practicable after a definite decision has been made.</p> <p>8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:</p>	<p>14 Consultation</p> <p>14.1. This term applies if:</p> <p>(a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and</p> <p>(b) the change is likely to have a significant effect on Employees of the enterprise.</p> <p>14.2. In this term, "relevant Employees" means the Employees who may be affected by the major change.</p> <p>14,3. The Employer must notify and consult with the relevant Employees of the decision to introduce the major change.</p> <p>14.4. The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>lacks the specific protections of the Award, only provides for 'consultation'.</li> </ul>

**“ANNEXURE B”**

	<p>(a) their nature; and (b) their expected effect on employees; and (c) any other matters likely to affect employees.</p> <p>8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.</p> <p>8.4 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 8.1(b).</p> <p>8.5 In clause 8: 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.</p>		
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**“ANNEXURE B”**

	<p>8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.</p>		
<p>Consultation about changes to rosters or hours of work</p>	<p>8A Consultation about changes to rosters or hours of work</p> <p>8A.1 Clause 8A 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.</p> <p>8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).</p> <p>8A.3 For the purpose of the consultation, the employer must:</p> <p>(a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and</p> <p>(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.</p>	<p>No equivalent</p>	<p><b>Worse –</b></p> <ul style="list-style-type: none"> <li>• Does not provide for consultation about changes to rosters or hours of work</li> </ul>



**“ANNEXURE B”**

	<p>8A.4 The employer must consider any views given under clause 8A.3(b).</p> <p>8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.</p>		
<p>Dispute Resolution</p>	<p>9 Dispute resolution</p> <p>9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.</p> <p>9.2 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.</p> <p>9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, 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.</p> <p>9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.</p>	<p>6 Dispute Settlement Procedure</p> <p>Where a dispute arises out of the terms of this Agreement or in relation to the National Employment Standards, the following procedure should be followed:</p> <p>6.1. The matter shall, where possible, first be discussed by the Employee with their immediate manager. The immediate manager will respond to the Employee's dispute as soon as possible.</p> <p>6.2. If the issue is not resolved in accordance with Clause 6,1, the matter must be discussed by the Employee with the Employer's management.</p> <p>6.3. If the matter cannot be resolved in discussion between the parties as part of the steps set out in Clause 6.1 and 6.2, the matter may be referred to an agreed private independent mediator for mediation. The agreed private independent mediator shall have only those powers to mediate or such further powers as expressly agreed by the parties to the dispute.</p> <p>6.4. If reasonable attempts to agree as to an agreed private mediator have been made and no agreement can be reached, either party may refer the matter to Fair Work Australia who will provide information on alternative dispute resolution</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• The obligation to utilise an agreed private mediator opens the employee to a cost they may not be able to bear and also calls into question the independence of such a mediator.</li> </ul>

**“ANNEXURE B”**

	<p>9.5 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.</p> <p>9.6 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.</p> <p>9.7 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 9.</p> <p>9.8 While procedures are being followed under clause 9 in relation to a dispute:</p> <ul style="list-style-type: none"><li>(a) work must continue in accordance with this award and the Act; and</li><li>(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.</li></ul>	<p>services. If no agreement can be reached, the dispute may be referred to Fair Work Australia for mediation only.</p> <p>6.5. During any discussions or action taken under this Clause, all work shall continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. No party shall be prejudiced as to the final settlement by the continuance of the work in accordance with this Clause.</p> <p>6.6. The Employee is entitled to have a representative of their choosing present at any meeting held as part of the above dispute settlement procedure.</p>	
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**“ANNEXURE B”**

	9.9 Clause 9.8 is subject to any applicable work health and safety legislation.		
Suspension	No equivalent provision.	43 Suspension  An Employee may be stood down on full pay, pending an investigation, if the Employer receives a complaint from another Employee or customer, or it is otherwise suspected that the Employee has, or may have, committed a serious breach of this Agreement or one of the matters listed in Clause 45.	Worse – cf. cl 6 <ul style="list-style-type: none"> <li>The provision as to suspension although specifying full pay makes it possible for an employee to be suspended on a mere suspicion.</li> </ul>
Employment categories	10.1 Employees under this award will be employed in one of the following categories: <input type="checkbox"/> full-time employees; <input type="checkbox"/> part-time employees; or <input type="checkbox"/> casual employees. 10.2 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.	7.4. Any change to an Employee's Capacity must be in writing.	Worse
Full-time employees	11 An employee who is engaged to work an average of 38 hours per week.	7.1. Full time Employees  (a) Full time Non-salaried Employees: (i) are required to work an average of 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee; (ii) will be paid the relevant Wage Rate for each hour worked up to 38 hours per week; and (iii) will receive Overtime in accordance with Clause 18.	Worse – Excludes overtime for full-time salaried employees which is contrary to the Award and the Act

**“ANNEXURE B”**

		<p>(b) Full time Salaried Employees:                  (i) are required to work an average of 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee; and                  (ii) shall be paid a salary in full satisfaction of all hours worked and shall not be entitled to payment for Overtime under Clause 18.</p>	
<p>Part-time employees</p>	<p>12.1 A part-time employee is an employee who:                  (a) works less than 38 hours per week; and                  (b) has reasonably predictable hours of work.</p> <p>12.2 At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:                  (a) the number of hours worked each day;                  (b) which days of the week the employee will work;                  (c) the actual starting and finishing times of each day;                  (d) that any variation will be in writing, including by any electronic means of communication (for example, by text message);</p>	<p>7.2 Part time Employees:                  (a) are required to work up to 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee;                  (b) will be paid the relevant Wage Rate for each hour worked up to 38 hours per week; and                  (c) will receive Overtime in accordance with Clause 18.</p>	<p>Worse – lacks the protections of the Award, particularly at 12.2 of FFIA</p>

**“ANNEXURE B”**

	<p>(e) that the daily engagement is a minimum of 3 consecutive hours; and</p> <p>(f) the times of taking and the duration of meal breaks.</p> <p>12.3 The employer and employee may agree to vary an agreement made under clause 12.2 in relation to a particular rostered shift provided that:</p> <p>(a) any agreement to vary the regular pattern of work for a particular rostered shift must be recorded at or by the end of the affected shift; and</p> <p>(b) the employer must keep a copy of the agreed variation, in writing, including by any electronic means of communication and provide a copy to the employee, if requested to do so.</p> <p>12.4 In the event that no record of an agreed variation to a particular rostered shift under clause 12.3 is kept by the employer the employee is to be paid at overtime rates for any hours worked in excess of their regular pattern of work.</p> <p>12.5 The employer and employee may agree to vary an agreement made under clause 12.2, in respect of the regular pattern of work on an ongoing basis or for a specified period of time, provided that any such agreement is recorded in writing (including by any electronic means of communication) before the variation occurs.</p>		
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**“ANNEXURE B”**

	<p>12.6 The employer must keep a copy of any agreement made under clause 12.2 and any agreed variation made under clause 12.5 and provide a copy to the employee.</p> <p>12.7 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.</p> <p>12.8 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 or 12.5 will be overtime and paid for at the rates prescribed in clause 26— Overtime.</p>		
<p>Casual Employees</p>	<p>13 A casual employee is an employee engaged as such.</p> <p>13.1 For each ordinary hour worked, a casual will be paid both the ordinary hourly rate paid to a full-time employee and an additional loading of 25% of the ordinary hourly rate for a full-time employee.</p> <p>13.2 When a casual employee works overtime, they must be paid the overtime rates in clauses 26.1(b) and 26.4.</p>	<p>7.3. Casual Employees</p> <p>(a) Casual Employees shall be paid a Casual Wage Rate for all hours worked.</p> <p>(b) The following Clauses do not apply to Casual Employees:</p> <ul style="list-style-type: none"> <li>(i) Clause 8 (Probation period);</li> <li>(ii) Clause 30 (Annual leave);</li> <li>(iii) Clause 31 (Personal leave);</li> <li>(iv) Clause 40.4 (Payment for public holidays not worked);</li> </ul>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• does not guarantee the 25% loading.</li> <li>• Excludes casuals from overtime pay as per the Award.</li> <li>• Does not include a right to request casual conversion.</li> </ul> <p>Q: Casual rates below FFIA:</p> <ul style="list-style-type: none"> <li>• Option A: 120%</li> </ul>

**“ANNEXURE B”**

	<p>13.3 Casual employees will be paid at the termination of each engagement, or weekly or fortnightly in accordance with pay arrangements for full-time employees.</p> <p>13.4 The minimum daily engagement of a casual is three hours.</p> <p>13.5 Offers and requests for casual conversion</p> <p>Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.</p> <p>NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 9—Dispute resolution.</p>	<p>(v) Clause 44.2 (Notice of termination• permanent employment); and</p> <p>(vi) Such other Clauses of this Agreement which are clearly expressed to apply only to Permanent Employees.</p>	<ul style="list-style-type: none"> <li>• Option B: 120%</li> <li>• Option C: 120%</li> <li>• Option D: 120%</li> <li>• Option E: 120%</li> <li>• Option F: 120%</li> </ul>
Termination of employment	<p>14 Termination of employment</p> <p>Note: The NES sets out requirements for notice of termination by an employer. See ss.117 and 123 of the Act.</p> <p>14.1 Notice of termination by an employee</p> <p>(a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the Act.</p> <p>(b) An employee must give the employer notice of termination in</p>	<p>44 Notice of Termination</p> <p>44.1. Casual Employment The Employer shall notify a Casual Employee in the event that the Employee is to be offered no further engagements.</p> <p>44.2. Permanent Employment</p> <p>(a) Subject to Clauses 8 and 45, Permanent employment may be terminated by either party on the giving of the following periods of notice (or, at the discretion of the Employer, payment in lieu of notice):</p>	<p>Worse – lacks job search entitlement.</p>

**“ANNEXURE B”**

	<p>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.</p> <p>Table 1—Period of notice Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</p> <table border="0"> <tr> <td>Column 2</td> <td>Period of notice</td> </tr> <tr> <td>Not more than 1 year</td> <td>= 1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>= 2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>= 3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>= 4 weeks</td> </tr> </table> <p>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.</p> <p>(c) In paragraph (b) continuous service has the same meaning as in s.117 of the Act.</p> <p>(d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (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.</p>	Column 2	Period of notice	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	<p>Period of Continuous Service Period of Notice</p> <p>Not more than 1 year = 1 week</p> <p>1 year and up to 3 years = 2 weeks</p> <p>3 years and up to 5 years = 3 weeks</p> <p>5 years and over = 4 weeks</p> <p>(b) An Employee over 45 years of age with at least 2 years’ continuous service with the Employer shall be given an additional 1 week’s notice (or payment in lieu of notice) by the Employer.</p> <p>(c) During any period of notice, the Employer is not obliged to provide an Employee with any work or work of a particular kind. The Employer may direct that the Employee not attend the Employer’s premises and may further direct that the Employee only carry out duties directed by the Employer.</p> <p>(d) Any payment in lieu of notice shall be equal to the relevant Wage Rate the Employee would have received in respect of the hours (excluding Overtime, if applicable) that would have been worked by the employee during the period of notice had the Employee not been terminated.</p> <p>45 Termination Without Notice</p> <p>45.1. The Employer may immediately, without notice or payment in lieu of notice, terminate the employment of an Employee found to have engaged</p>	
Column 2	Period of notice												
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												



**“ANNEXURE B”**

	<p>(e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).</p> <p>(f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.</p> <p>14.2 Job search entitlement 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.</p> <p>14.3 The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.</p> <p><b>NES Entitlement:</b> <b>[s 117] Requirement for notice of termination or payment in lieu</b> <i>Notice specifying day of termination</i> (1) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).</p> <p>Note 1: Section 123 describes situations in which this section does not apply.</p>	<p>in serious misconduct. Serious misconduct includes, but is not limited to:</p> <p>(a) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of employment;</p> <p>(b) Conduct that causes serious risk to the health or safety of a person, or the reputation, viability or profitability of the Employer's business;</p> <p>(c) Engaging in theft, fraud or assault;</p> <p>(d) Harassing, sexually or otherwise, or discriminating against other employees, contractors or customers of the Employer;</p> <p>(e) Being intoxicated or under the influence of drugs at work;</p> <p>(f) Refusing to carry out a lawful, reasonable instruction by a supervisor or manager; or</p> <p>(g) Neglect of duty;</p> <p>and, in such case, the Employee will be paid all entitlements due to the date of the termination of employment, upon the return of all of the Employer's property as required by Clause 48.</p> <p>45.2. "Neglect of duty" in this Clause includes the repeated failure by an Employee to attend far work without lawful excuse or prior notification to the Employer on 3 occasions or more.</p>	
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**“ANNEXURE B”**

	<p>Note 2: Sections 28A and 29 of the Acts Interpretation Act 1901 provide how a notice may be given. In particular, the notice may be given to an employee by:</p> <ul style="list-style-type: none"><li>(a) delivering it personally; or</li><li>(b) leaving it at the employee's last known address; or</li><li>(c) sending it by pre-paid post to the employee's last known address.</li></ul> <p><i>Amount of notice or payment in lieu of notice</i></p> <p>(2) The employer must not terminate the employee's employment unless:</p> <ul style="list-style-type: none"><li>(a) the time between giving the notice and the day of the termination is at least the period (the <b>minimum period of notice</b>) worked out under subsection (3); or</li><li>(b) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.</li></ul> <p>(3) Work out the minimum period of notice as follows:</p> <ul style="list-style-type: none"><li>(a) first, work out the period using the following table:</li></ul> <p>Employee's period of continuous service with the employer at the end of the day the notice is given and the minimum period of notice</p> <p>Not more than 1 year – 1 week</p> <p>More than 1 year but not more than 3 years – 2 weeks</p>		
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**“ANNEXURE B”**

	<p>More than 3 years but not more than 5 years – 3 weeks More than 5 years – 4 weeks</p> <p>(b) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.</p> <p><b>[s 118] Modern awards and enterprise agreements may provide for notice of termination by employees</b> A modern award or enterprise agreement may include terms specifying the period of notice an employee must give in order to terminate his or her employment.</p>		
Redundancy	<p>15 Redundancy</p> <p>NOTE: Redundancy pay is provided for in the NES. See sections 119–123 of the Act.</p> <p>15.1 Transfer to lower paid duties on redundancy (a) Clause 15.1 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</p>	<p>47 Redundancy</p> <p>47.1. This Clause shall apply only to an employer detailed in Schedule 1 that, at the time the job an Employee is doing is to be made redundant, employs 15 or more Employees.</p> <p>47.2. This Clause shall not apply to: (a) An Employee offered suitable alternative employment; (b) A Permanent Employee with less than 1 year's continuous service; (c) An Employee terminated as a consequence of serious misconduct that justifies termination without notice; (d) An Employee on a probation period in accordance with Clause 8; (e) A trainee;</p>	<p>Worse – lacks the transfer to lower paid duties on redundancy – FFIA cl 15.1</p>

**“ANNEXURE B”**

	<p>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 paragraph (c).  (c) If the employer acts as mentioned in paragraph (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, shift rates 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, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.</p> <p>15.2 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</p>	<p>(f) An Employee engaged for a specific period of time or for a specified task or tasks; or  (g) A Casual Employee.</p> <p>47.3. Discussions before Termination  (a) Where the Employer has made a definite decision that it no longer wishes the job an Employee or group of Employees have been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, the decision may lead to termination of employment. In such circumstances, the Employer shall hold discussions with the Employees directly affected.</p> <p>(b) The discussions shall take place as soon as is practicable and shall cover, amongst other matters, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures (if any) to mitigate any adverse effects of the terminations on the Employees concerned.</p> <p>(c) During such discussions, the Employer shall not be required to disclose Confidential Information, the disclosure of which would be detrimental to its interests.</p> <p>47.4. Severance Pay  (a) In addition to the period of notice provided in Clause 44.2, a Permanent Employee whose employment is terminated for reasons of redundancy, shall be entitled to the following amount of severance pay in respect of continuous period of service with the Employer:</p>	
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**“ANNEXURE B”**

	<p>would have received under clause 15 or under sections 119–123 of the Act had they remained in employment until the expiry of the notice.</p> <p>(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.</p> <p>15.3 Job search entitlement</p> <p>(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.</p> <p>(b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.</p> <p>(c) A statutory declaration is sufficient for the purpose of paragraph (b).</p> <p>(d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.</p> <p>(e) This entitlement applies instead of clauses 14.2 and 14.3.</p>	<p><b>Period of Continuous Service</b></p> <p><b>Pay</b></p> <p>Less than 1 year Nil</p> <p>1 year and less than 2 years 4 weeks' pay</p> <p>2 years and less than 3 years 6 weeks' pay</p> <p>3 years and less than 4 years 7 weeks' pay</p> <p>4 years and less than 5 years 8 weeks' pay</p> <p>5 years and less than 6 years 10 weeks' pay</p> <p>6 years and less than 7 years 11 weeks' pay</p> <p>7 years and less than 8 years 13 weeks' pay</p> <p>8 years and less than 9 years 14 weeks' pay</p> <p>9 years and less than 10 years 16 weeks' pay</p> <p>10 years and over 12 weeks' pay</p> <p>(b) "Weeks' pay" means the Wage Rate which an Employee would have received for a week's work, averaged over the previous 4 week period.</p> <p>47.5 Time Off During Notice Period</p> <p>(a) An Employee terminated for reasons of redundancy, shall during the period of notice of termination given by the Employer be allowed p to 1 day's time off without loss of pay for the purpose of seeking other employment.</p> <p>(b) An Employee allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment will, at the request of the Employer, be required to produce proof of attendance at an interview in order to receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.</p> <p>47.6. Transfer of Business</p>	
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**“ANNEXURE B”**

		<p>(a) "Transfer" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.</p> <p>(b) The provisions of Clauses 44,2 and 47.4 are not applicable where the Employer's business is transferred to another employer (in this Subclause called the "New Employer"), in any of the following circumstances:</p> <ul style="list-style-type: none"><li>(i) Where the Employee accepts employment with the New Employer which recognises the period of continuous service which the Employee had with the Employer (or any prior transferring employer) to be continuous service with the New Employer; or</li><li>(ii) Where the Employee rejects an offer of employment with the New Employer that:<ul style="list-style-type: none"><li>A. is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employer with the Employer immediately before the termination; and</li><li>B. recognises the Employee's period of continuous service which the Employee had with the Employer (or any prior transferring employer) to be continuous service with the New Employer; and had the Employee accepted the offer, there would have been a</li></ul></li></ul>	
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**“ANNEXURE B”**

		transfer of employment in relation to the Employee.	
Classifications	<p>16 Classifications</p> <p>16.1 All employees covered by this award must be classified according to the structure set out in Schedule B— Classifications. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>16.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p>Schedule 2 – Job Classifications</p> <p>Sandwich Artist"</p> <p>A Sandwich Artist" means an Employee who is engaged to perform the following duties:</p> <ul style="list-style-type: none"> <li>• preparation, assembly, cooking or packing of product for sale;</li> <li>• the maintenance of the work area at a standard of cleanliness required by the Employer;</li> <li>• the cleaning of cooking utensils, cutlery and glassware;</li> <li>• the performance of customer service functions, including the taking of orders by any means and the entering of information onto a computer;</li> <li>• the receipt of monies or other duties involving customer contact, except the delivery of product to the customer outside the restaurant;</li> <li>• opening and/or closing the restaurant, under supervision and according to the established procedures; and</li> <li>• accepting deliveries with due care and attention.</li> </ul> <p>Senior Sandwich Artist"</p> <p>A Senior Sandwich Artist is an Employee who, in addition to performing the duties of a Sandwich Artist, has the major responsibility on a day to day basis for supervising Sandwich Artists and/or training new employees or an employee required to exercise trade skills.</p>	<p>Neutral – note the wages mentioned must be compared to the Award.</p>

**“ANNEXURE B”**

		<p>Restaurant Supervisor/Manager  A Restaurant Supervisor/Manager means an Employee who is in charge of a restaurant and who, as well as performing the duties comprehended by a Senior Sandwich Artist", is responsible for:-</p> <ul style="list-style-type: none"> <li>• placing orders for supplies;</li> <li>• banking daily takings;</li> <li>• supervision of Employees performing lower level work; and</li> <li>• providing reports as required.</li> </ul>											
<p>Minimum weekly wages</p>	<p>17 Minimum weekly wages</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><b>Classifications</b></th> <th style="text-align: left;"><b>PW \$</b></th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td>848.50 (22.33)</td> </tr> <tr> <td>Level 2</td> <td>899.50 (23.67)</td> </tr> <tr> <td>Level 3—In charge of one or no persons</td> <td>913.40 (24.04)</td> </tr> <tr> <td>Level 3—In charge of two or more persons</td> <td>924.60 (24.33)</td> </tr> </tbody> </table> <p>[Rates at 1 July 2021]</p>	<b>Classifications</b>	<b>PW \$</b>	Level 1	848.50 (22.33)	Level 2	899.50 (23.67)	Level 3—In charge of one or no persons	913.40 (24.04)	Level 3—In charge of two or more persons	924.60 (24.33)	<p>23 Minimum wage rate schedule</p> <p>23.1. The Employer shall designate the Minimum Wage Rate Schedule applicable to an Employee in the Employee's Letter of Engagement.</p> <p>23.2. The nominated Minimum Wage Rate Schedule applicable to an Employee may only be changed with the agreement of the Employee and shall be confirmed in writing.</p> <p>23.3. Only one Minimum Wage Rate Schedule may apply to an Employee at any particular point in time. The Employer and an Employee may not agree to the payment of Wage Rates contained within different Minimum Wage Rate Schedules.</p> <p><b>26. GUARANTEE OF EARNINGS</b></p> <p>26.1. The Employer guarantees that it will, at all times, pay all Employees no less than the nominated Minimum Wage Rate Schedule, as adjusted by any</p>	<p>Worse - The wage rate schedules so described in the Agreement can operate to exclude the employees from the benefits of the Award while only prescribing the Award minimum rate as per s206 of the Act.</p> <p>Wages rates:</p> <p>Option A:</p> <ul style="list-style-type: none"> <li>• SA \$19.44</li> <li>• SSA \$20.59</li> <li>• RSM \$21.13</li> </ul> <p>Option B</p> <ul style="list-style-type: none"> <li>• SA \$18.17</li> <li>• SSA \$19.25</li> <li>• RSM \$19.75</li> </ul> <p>Option C:</p> <ul style="list-style-type: none"> <li>• SA \$17.05</li> <li>• SSA \$18.07</li> <li>• RSM \$18.54</li> </ul> <p>Option D:</p> <ul style="list-style-type: none"> <li>• SA \$17.90</li> </ul>
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Level 1	848.50 (22.33)												
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**“ANNEXURE B”**

		<p>minimum wage decision of Fair Work Australia, to ensure that the Wage Rates specified therein meet or exceed the minimum hourly rate of pay prescribed under the relevant modern award as it operates on 31 July in each year.</p> <p>26.2. For the purposes of Clause 26.1, a reference to the relevant modern award is a reference to the modern award that would have applied to an Employee but for the operation of this Agreement.</p>	<ul style="list-style-type: none"> <li>• SSA \$18.97</li> <li>• RSM \$19.46</li> </ul> <p>Option E:</p> <ul style="list-style-type: none"> <li>• SA \$18.08</li> <li>• SSA \$19.15</li> <li>• RSM \$19.65</li> </ul> <p>Option F:</p> <ul style="list-style-type: none"> <li>• SA \$16.75</li> <li>• SSA \$17.74</li> <li>• RSM \$18.20</li> </ul>																
Junior rates	<p>18 Junior Rates</p> <p>Under 16 years of age – 40%</p> <p>16 years of age – 50%</p> <p>17 years of age – 60%</p> <p>18 years of age – 70%</p> <p>19 years of age – 80%</p> <p>20 years of age – 90%</p>	<p>25. Junior Wage Rates</p> <p>Junior Employees may be paid a junior rate by applying the following percentages to the wage rates set out in the applicable Minimum Wage Rate Schedule:</p> <table border="0"> <thead> <tr> <th>Age</th> <th>Junior Percentage</th> </tr> </thead> <tbody> <tr> <td>Under 16 years</td> <td>40%</td> </tr> <tr> <td>16 years</td> <td>50%</td> </tr> <tr> <td>17 years</td> <td>60%</td> </tr> <tr> <td>18 years</td> <td>70%</td> </tr> <tr> <td>19 years</td> <td>80%</td> </tr> <tr> <td>20 years</td> <td>90%</td> </tr> <tr> <td>21 years + &gt;</td> <td>100%</td> </tr> </tbody> </table>	Age	Junior Percentage	Under 16 years	40%	16 years	50%	17 years	60%	18 years	70%	19 years	80%	20 years	90%	21 years + >	100%	Neutral
Age	Junior Percentage																		
Under 16 years	40%																		
16 years	50%																		
17 years	60%																		
18 years	70%																		
19 years	80%																		
20 years	90%																		
21 years + >	100%																		
Meal Allowance	<p>19.1 Meal allowance</p> <p>(a) An employee required to work more than one hour of overtime after the employee’s ordinary time of ending work, without being given 24 hours’ notice, will be either provided with a meal or paid a meal allowance of \$13.81. Where such</p>	No equivalent provision	Worse																

**“ANNEXURE B”**

	<p>overtime work exceeds four hours a further meal allowance of \$12.47 will be paid.</p> <p>(b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.</p>		
Special clothing	<p>19.2 Special clothing</p> <p>(a) Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing, the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p>	No equivalent provision	Worse
Laundry Allowance	<p>19.2 (b) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:</p> <p>(i) For a full-time employee—\$6.25 per week;</p> <p>(ii) For a part-time or casual employee—\$1.25 per shift.</p>	No equivalent provision	Worse
Excess travelling costs	<p>19.3 Where an employee is required by their employer to move temporarily from one branch or shop to another for a</p>	No equivalent provision	Worse

**“ANNEXURE B”**

	period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.		
Travelling time reimbursement	<p>19.4 (a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and return thereto.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and public holidays when it will be time and a half.</p>	No equivalent provision	Worse
Transfer of employee reimbursement	19.5 Where transferred from one township to another, the employer will pay for the whole of the moving expenses including fares and transport charges for employee and family.	No equivalent provision	Worse
Transport allowance	<p>19.6 Transport allowance</p> <p>(a) Other than as provided in clause 19.6(b), where an employer requests an employee to use their own motor vehicle</p>	No equivalent provision	Worse

**“ANNEXURE B”**

	<p>in the performance of their duties such employee will be paid an allowance of \$0.80 per kilometre.</p> <p>(b) Where an employee is engaged primarily to perform delivery duties of the employer's products to customers using their own motor vehicle, such employee will be paid an allowance of \$0.42 per kilometre.</p>		
<p>Transport reimbursement – starting or finishing after 10pm or before 7pm</p>	<p>19.7 Transport of employee reimbursement</p> <p>(a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.</p> <p>(b) Provided always that an employee may elect to provide their own transport.</p>	<p>No equivalent provision</p>	<p>Worse</p>
<p>Cold work disability allowance</p>	<p>19.8 Cold work disability allowance</p> <p>(a) Employees principally employed on any day to enter cold chambers</p>	<p>No equivalent provision</p>	<p>Worse</p>

**“ANNEXURE B”**

	<p>and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid an allowance per hour, while so employed, of 1.3% of the standard rate.</p> <p>(b) An employee required to work in a cold chamber where the temperature is below 0°C will in addition to the allowance in clause 19.8(a) also be paid an additional allowance per hour, while so employed, of 2% of the standard rate.</p>		
Broken Hill	<p>19.9 Broken Hill An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p>	No equivalent provision	Worse
Adjustment of expense related allowances	<p>19.10 Adjustment of expense related allowances 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. The applicable <b>Applicable</b> index figure is <b>Consumer</b> the index</p>	No equivalent provision	Worse

**“ANNEXURE B”**

	<p>figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <p><b>Allowance</b></p> <table border="0"> <tr> <td data-bbox="443 639 629 699">Meal allowance</td> <td data-bbox="667 639 815 767">Take away and fast foods sub-group</td> </tr> <tr> <td data-bbox="443 775 629 834">Special clothing</td> <td data-bbox="667 775 815 903">Clothing and footwear group</td> </tr> <tr> <td data-bbox="443 911 629 970">Transport allowance</td> <td data-bbox="667 911 815 1007">Private motoring sub-group</td> </tr> </table>	Meal allowance	Take away and fast foods sub-group	Special clothing	Clothing and footwear group	Transport allowance	Private motoring sub-group		
Meal allowance	Take away and fast foods sub-group								
Special clothing	Clothing and footwear group								
Transport allowance	Private motoring sub-group								
<p>Accident pay</p>	<p>20 An employee in receipt of weekly payments under the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from the employer subject to the following conditions and limitations:</p> <p>20.1 Definitions                  (a) Accident pay means a weekly payment made to an employee by the</p>	<p>No equivalent provision</p>	<p>Worse</p>						

“ANNEXURE B”

	<p>employer that is the difference between the weekly amount of compensation the employee is entitled to receive pursuant to the applicable workers' compensation legislation and the employee's weekly wage payable under this Award for the classification of work if the employee had been performing their normal duties (not including over award payments, shift loadings, overtime, attendance bonus payments, special rates, fares and travelling allowance or other similar payments).</p> <p>(b) Injury will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.</p> <p>20.2 Entitlement to accident pay</p> <p>(a) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation. The maximum period of accident pay is 26 weeks.</p> <p>(b) Accident pay shall not apply:</p> <p>(i) In respect of an injury during the first seven consecutive days (including non-working days) of incapacity.</p> <p>(ii) To any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.</p>		
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**“ANNEXURE B”**

	<p>20.3 Calculation of the period</p> <p>(a) The 26 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.</p> <p>(b) The entitlement to accident pay continues on termination of an employee’s employment where such termination:</p> <p>(i) is by the employer other than for reasons of the employee’s serious and/or wilful misconduct; or</p> <p>(ii) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee’s entitlement will be referred to the Fair Work Commission to determine.</p> <p>(c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.</p> <p>20.4] When not entitled to payment</p> <p>An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.</p> <p>20.5 Return to work</p> <p>If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the</p>		
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**“ANNEXURE B”**

	<p>amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p> <p><b>20.6 Redemptions</b> In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.</p> <p><b>20.7 Damages independent of the Acts</b> Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.</p> <p><b>20.8 Casual employees</b> For a casual employee, the weekly payment referred to in clause 20.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment</p>		
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**“ANNEXURE B”**

	<p>with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings, overtime, attendance bonus payments, special rates, fares and travelling allowance or other similar payments.</p>		
<p>Superannuation</p>	<p>21.1 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.</p> <p>21.2 Employer contributions  An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer</p>	<p>27 Superannuation</p> <p>27.1. The Wage Rates outlined in this Agreement are exclusive of superannuation.</p> <p>27.2. Subject to Clause 27.3, superannuation for Employees employed under this Agreement shall be governed by the provisions of the Superannuation Guarantee (Administration) Act 1992 (as amended from time to time), currently 9% of ordinary time earnings.</p> <p>27.3. The Employer will pay superannuation contributions into a complying superannuation fund nominated by the Employee. In the event that any Employee fails to nominate a complying superannuation fund within 60 days of commencement of employment, the Employer shall pay superannuation contributions into its nominated default superannuation fund.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• does not provide for superannuation on paid leave or while absent due to work related illness or injury as at FFIA clause 21.5</li> </ul>

**“ANNEXURE B”**

	<p>being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.</p> <p>21.3 Voluntary employee contributions</p> <p>(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 21.2.</p> <p>(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.</p> <p>(c) The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.</p> <p>21.4 Superannuation fund</p> <p>Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions</p>		
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“ANNEXURE B”

	<p>provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:</p> <ul style="list-style-type: none"><li>(a) Retail Employees Superannuation Trust (REST);</li><li>(b) Sunsuper;</li><li>(c) Hostplus;</li><li>(d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or</li><li>(e) a superannuation fund or scheme which the employee is a defined benefit member of.</li></ul> <p>21.5 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 21.2 and pay the amount authorised under clauses 21.3(a) or (b):</p> <ul style="list-style-type: none"><li>(a) Paid leave—while the employee is on any paid leave. <b>Note: please consider paid parental leave as accruing superannuation.</b></li><li>(b) Work-related injury or illness— For the period of absence from work (subject to a maximum of 52 weeks) of</li></ul>		
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**“ANNEXURE B”**

	<p>the employee due to work-related injury or work-related illness provided that:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p>		
<p>Payment of wages</p>	<p>22. Payment of wages</p> <p>22.1 Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight or may be averaged over a period of a fortnight.</p> <p>22.2 Payment on termination of employment</p> <p>(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:</p> <p>(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</p> <p>(ii) all other amounts that are due to the employee under this award and the NES.</p> <p>(b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p>	<p>24 Payment of Wages</p> <p>24.1. Non-salaried Employees shall be paid their wages at least fortnightly in arrears.</p> <p>24.2. Salaried Employees shall be paid their salary at least monthly in arrears.</p> <p>24.3. It is the obligation of each Employee to provide correct bank details to their Employer and advise the Employer promptly if there are any changes to those details.</p> <p>24.4. Pay-slips giving details of earnings and deductions will be issued after each payment of wages.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• does not provide the same protections as the Award and in particular payment on termination.</li> </ul>

**“ANNEXURE B”**

	<p>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.</p> <p>Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>Note 3: State and Territory long service leave laws or long service leave entitlements under s.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.</p>		
National Training Wage	<p>24. National training wage</p> <p>24.1 Schedule E to the Miscellaneous Award 2020 sets out minimum wage rates and conditions for employees undertaking traineeships.</p>	No equivalent provision	Worse

**“ANNEXURE B”**

	<p>24.2 This award incorporates the terms of Schedule E to the Miscellaneous Award 2020 as at 1 July 2021. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2020 is to be read as referring to the Fast Food Industry Award 2010 and not the Miscellaneous Award 2020.</p>		
<p>Ordinary hours</p>	<p>25 Hours of work</p> <p>25.1 This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.</p> <p>25.2 Ordinary hours</p> <p>(a) The ordinary hours of work are an average of 38 per week over a period of no more than four weeks.</p> <p>(b) Hours of work on any day will be continuous, except for rest pauses and meal breaks.</p>	<p>15 Hours of Work</p> <p>15.1. Employees may be required to work their Rostered Hours of Work on any day of the week within the operating hours of the restaurant at which the Employee is located.</p> <p>15.2. Employees will be notified of start and finish times of each Shift in accordance subject to the following:</p> <p>(a) An Employee may be rostered to work up to a maximum of 11 hours on any day;</p> <p>(b) No Employee will be rostered to work for more than 7 consecutive days.</p> <p>15.3. Subject to Clause 15.4, the Employer must roster Employees for a minimum of 3 consecutive hours on any Shift.</p> <p>15.4. By agreement between the Employer and an Employee, the Employee may work less than 3 consecutive hours per Shift, but no less than 1 hour per Shift.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• can be required to work 7 consecutive days at ordinary time rates.</li> </ul>

**“ANNEXURE B”**

		<p>15.5. In the case of Trainees, hours worked by the Employee shall be deemed to include hours attending Off-the-job training.</p> <p>15.6. For the avoidance of doubt, the hours that an Employee works in a week are taken to include any hours of leave, whether paid or unpaid, that the Employee takes in the week and are authorised by the Employer or under this Agreement.</p>	
Maximum ordinary hours on a day	<p>25.3 Maximum hours on a day An employee may be rostered to work up to a maximum of 11 ordinary hours on any day.</p>	<p>15.2. Employees will be notified of start and finish times of each Shift in accordance with the following: (a) An Employee may be rostered to work up to a maximum of 11 hours on any day; and</p>	Neutral
38 hour week rosters	<p>25.4 38 hour week rosters A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms: (a) 38 hours in one week; (b) 76 hours in two consecutive weeks; (c) 114 hours in three consecutive weeks; or (d) 152 hours in four consecutive weeks.</p>	<p>7 Contract of Employment 7.1. Full time Employees (a) Full time Non-salaried Employees: (i) Are required to work an average of 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee; (ii) Will be paid the relevant Wage Rate for each hour worked up to 38 hours per week; and (iii) Will receive Overtime in accordance with Clause 18.  (b) Full time Salaried Employees: (i) Are required to work an average of 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee; and</p>	Neutral



**“ANNEXURE B”**

		<p>(ii) Shall be paid a salary in full satisfaction of all hours worked and shall not be entitled to payment for Overtime under Clause 18.</p> <p>7.2. Part time Employees:</p> <p>(a) Are required to work up to 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee;</p> <p>(b) Will be paid the relevant Wage Rate for each hour worked up to 38 hours per week; and</p> <p>(c) Will receive Overtime in accordance with Clause 18.</p>	
<p>Penalty payments – Evening work Monday – Friday</p>	<p>25.5 Penalty rates</p> <p>(a) Evening work Monday to Friday</p> <p>(i) A loading of 10% will apply for ordinary hours of work within the span of hours between 10.00 pm and midnight, and for casual employees this loading will apply in addition to their 25% casual loading.</p> <p>(ii) A loading of 15% will apply for ordinary hours of work between midnight and 6.00 am, and for casual employees this loading will apply in addition to their 25% casual loading.</p>	<p>Penalty rates outlined in Schedule 2 – Job Classifications – <b>Mon to Fri evenings</b> Wages Options A – F</p> <p>Minimum Wage Rate Schedule - Option A Non-salaried Permanent Employees 100%; Casual Employees 120%</p> <p>Minimum Wage Rate Schedule - Option B Permanent 100%; Casual Employees 120%</p> <p>Minimum Wage Rate Schedule - Option C Permanent 100%; Casual Employees 120%</p> <p>Minimum Wage Rate Schedule - Option D Permanent 100%; Casual Employees 120%</p> <p>Minimum Wage Rate Schedule - Option E Permanent 100%; Casual Employees 120%</p>	<p>Worse – Options: A, B, C, D, E, F</p>

**“ANNEXURE B”**

		Minimum Wage Rate Schedule - Option F Permanent 7.00pm to Midnight 110%; Casual Employees 130%	
Penalty payments - Saturday	25.5(b) Saturday work (i) A 25% loading will apply for all hours of work on a Saturday for full time and part-time employees. (ii) A 50% loading will apply for all hours of work on a Saturday for casual employees, inclusive of the casual loading.	<p>Penalty rates outlined in Schedule 2 – Job Classifications – <b>Saturday</b> Wages Options A – F</p> <p>Minimum Wage Rate Schedule - Option A – (Non-salaried Permanent Employees) 100%; (Casual Employees) 120%</p> <p>Minimum Wage Rate Schedule - Option B – (Non-salaried Permanent Employees) 125%; (Casual Employees) 145%</p> <p>Minimum Wage Rate Schedule - Option C – (Non-salaried Permanent Employees) 150%; (Casual Employees) 170%</p> <p>Minimum Wage Rate Schedule - Option D – (Non-salaried Permanent Employees) 125%; (Casual Employees) 145%</p> <p>Minimum Wage Rate Schedule - Option E – Permanent 100%; (Casual Employees) 120%</p> <p>Minimum Wage Rate Schedule - Option F – (Non-salaried Permanent Employees) 125%; Casual employees 145%.</p>	<p>Worse – Options: A, B (Casual), E, F (Casual)</p> <p>Same – Option B, D(Permanent)</p> <p>Better – Option C</p>
Penalty payments - Sunday	25.5 (c) Sunday work– Level 1 employees	Penalty rates outlined in Schedule 2 – Job Classifications – <b>Sundays</b> Wages Options A – F	Worse – Option: A, B, D (casual),

**“ANNEXURE B”**

	<p>(iii) From 1 July 2019 A 25% loading will apply for all hours of work on a Sunday for full time and part-time Level 1 employees. A 50% loading will apply for all hours of work on a Sunday for casual Level 1 employees (inclusive of the casual loading).</p> <p>(d) Sunday work – Level 2 and 3 employees A 50% loading will apply for all hours of work on a Sunday for full time and part time Level 2 or 3 employees. A 75% loading will apply for all hours of work on a Sunday for casual Level 2 or 3 employees (inclusive of the casual loading).</p>	<p>Minimum Wage Rate Schedule - Option A – (Non-salaried Permanent Employees) 100%; (Casual Employees) 120%</p> <p>Minimum Wage Rate Schedule - Option B – (Non-salaried Permanent Employees) 125%; (Casual Employees) 145%</p> <p>Minimum Wage Rate Schedule - Option C – (Non-salaried Permanent Employees) 150%; (Casual Employees) 170%</p> <p>Minimum Wage Rate Schedule - Option D – (Non-salaried Permanent Employees) 125%; (Casual Employees) 145%</p> <p>Minimum Wage Rate Schedule - Option E – (Non-salaried Permanent Employees) 150%; (Casual Employees) 170%</p> <p>Minimum Wage Rate Schedule - Option F – (Non-salaried Permanent Employees) 175%; (Casual Employees) 195%</p>	<p>Same – Option: B, D (permanent)</p> <p>Better – Option: C, E, F</p>
<p>Penalty – Public Holiday</p>	<p>30.3 Work on a public holiday must be compensated by payment at the rate of 225% (250% for casual employees, inclusive of the casual loading).</p>	<p>Penalty rates outlined in Schedule 2 – Job Classifications – <b>Public Holidays</b> Wages Options A – F</p> <p>Minimum Wage Rate Schedule - Option A – (Non-salaried Permanent Employees) 100%; (Casual Employees) 120%</p> <p>Minimum Wage Rate Schedule - Option B –</p>	<p>Worse – Options: A, B, C, D, E</p> <p>Better – Only Option F pays above the Award</p>

**“ANNEXURE B”**

		<p>(Non-salaried Permanent Employees) 125%; (Casual Employees) 145%</p> <p>Minimum Wage Rate Schedule - Option C – (Non-salaried Permanent Employees) 150%; (Casual Employees) 170%</p> <p>Minimum Wage Rate Schedule - Option D – (Non-salaried Permanent Employees) 200%; (Casual Employees) 220%</p> <p>Minimum Wage Rate Schedule - Option E – (Non-salaried Permanent Employees) 150%; (Casual Employees) 170%</p> <p>Minimum Wage Rate Schedule - Option F – (Non-salaried Permanent Employees) 250%; (Casual Employees) 270%</p>	
Overtime	<p>26 Rate of overtime</p> <p>26.1 Overtime (a) The rate of overtime for full time and part-time employees shall be 150% of the ordinary hourly rate for the first two hours on any one day and at the rate of 200% of the ordinary hourly rate after two hours, except on a Sunday which shall be paid for at the rate of 200% of the ordinary hourly rate and on a Public Holiday which shall be paid for at the rate of 250% of the ordinary hourly rate. (b) The rate of overtime for casual employees shall be 175% of the ordinary</p>	<p>18 Overtime</p> <p>18.1. This Clause only applies to Non-salaried Employees.</p> <p>18.2. Overtime is hours worked by an Employee: (a) In excess of 38 hours per week; or (b) Outside the rostering provisions prescribed under Clause 15; provided the Employee has been authorised to work such hours by the Employer ("Overtime").</p> <p>18.3. Overtime shall, at the option of the Employer, be paid in accordance with either column (a) or column (b), but not both, as outlined below:</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• The Agreement provides for overtime after 7 consecutive days of work. The Award provides for overtime after five consecutive days (or six in one week and four in the week following) at FFIA 26.2.</li> <li>• The Agreement's clause 18 also</li> </ul>

**“ANNEXURE B”**

	<p>hourly rate for the first two hours on any one day and 225% of the ordinary hourly rate after two hours, except on a Sunday which shall be 225% of the ordinary hourly rate and 275% on a Public Holiday.</p> <p>NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 13.1 to the overtime rates for full-time and part-time employees prescribed by clause 26.1(a).</p> <p>26.2 A full-time or part-time employee shall be paid overtime for all work as follows:</p> <p>(a) in excess of:</p> <p>(i) 38 hours per week or an average of 38 hours per week averaged over a four week period; or</p> <p>(ii) five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or</p> <p>(iii) eleven hours on any one day; or</p> <p>(b) before an employee’s rostered commencing time on any one day; or</p> <p>(c) after an employee’s rostered ceasing time on any one day; or</p> <p>(d) outside the ordinary hours of work; or</p> <p>(e) hours worked by part-time employees in excess of:</p> <p>(i) the agreed hours in clause 12.2; or</p>	<table border="1" data-bbox="996 228 1682 751"> <thead> <tr> <th></th> <th>(a)</th> <th>(b)</th> </tr> </thead> <tbody> <tr> <td>For the first 2 hours of Overtime in a Shift</td> <td>150% of the Ordinary Wage Rate outlined in the Applicable minimum wage rate schedule</td> <td>1.5 hours paid time off in lieu for each hour of Overtime worked</td> </tr> <tr> <td>For Overtime in excess of 2 hours in a Shift, or Overtime on a Sunday</td> <td>200% of the Ordinary 2 hours paid time off in Wage Rate outlined in the lieu for each hour of applicable Minimum Wage Overtime worked Rate Schedule</td> <td>2 hours paid time off in lieu for each hour of Overtime worked</td> </tr> </tbody> </table> <p>19 Paid Time Off in Lieu</p> <p>19.1. Paid time off in lieu should be taken within 4 weeks of the Overtime hours being worked where the operational requirements of the business allow.</p> <p>19.2. Unless the Employee and their Employer have made arrangements for accrued time off to be taken by the Employee, accrued time off in lieu not taken within 4 weeks from the date it has accrued will be paid to the Employee at the applicable Wage Rate.</p> <p>20. Reasonable Additional Hours – Salaried Employees</p> <p>20.1. The salary for full time Salaried Employees includes a component for all reasonable additional</p>		(a)	(b)	For the first 2 hours of Overtime in a Shift	150% of the Ordinary Wage Rate outlined in the Applicable minimum wage rate schedule	1.5 hours paid time off in lieu for each hour of Overtime worked	For Overtime in excess of 2 hours in a Shift, or Overtime on a Sunday	200% of the Ordinary 2 hours paid time off in Wage Rate outlined in the lieu for each hour of applicable Minimum Wage Overtime worked Rate Schedule	2 hours paid time off in lieu for each hour of Overtime worked	<p>provides for overtime under more restrictions than FFIA clause 26.</p> <ul style="list-style-type: none"> <li>• Paid Time Off In Lieu is not guaranteed at the penalty equivalent.</li> <li>• Reasonable Additional Hours – Salaried Employees: excludes salaried employees from overtime.</li> </ul>
	(a)	(b)										
For the first 2 hours of Overtime in a Shift	150% of the Ordinary Wage Rate outlined in the Applicable minimum wage rate schedule	1.5 hours paid time off in lieu for each hour of Overtime worked										
For Overtime in excess of 2 hours in a Shift, or Overtime on a Sunday	200% of the Ordinary 2 hours paid time off in Wage Rate outlined in the lieu for each hour of applicable Minimum Wage Overtime worked Rate Schedule	2 hours paid time off in lieu for each hour of Overtime worked										

**“ANNEXURE B”**

	<p>(ii) the agreed hours as varied under clause 12.3 or 12.5; or  (f) any hours worked by a part-time employee in excess of their regular pattern of work in circumstances where there is no written record of an agreed variation to a particular rostered shift.</p> <p>26.3 A casual employee shall be paid overtime for all work in excess of:  (a) 38 hours per week or, where the casual employee works in accordance with a roster, in excess of 38 hours per week averaged over the course of the roster cycle; or  (b) eleven hours on any one day.</p> <p>26.4 Where an employee works overtime on a Sunday and that work is not immediately preceding or immediately following ordinary hours, then that employee must be paid 200% of the ordinary hourly rate with a minimum payment of four hours at such rate. The rate for a casual employee shall be 225% of the ordinary hourly rate of pay.  NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 13.1 to the overtime rates for full-time and part-time employees prescribed by clause 26.1(a).</p>	<p>hours in excess of 38 hours per week and is in full satisfaction of all hours worked.</p> <p>20.2. Salaried Employees are not entitled to additional payment for Overtime or paid time off in lieu.</p> <p>20.3. In determining whether additional hours are reasonable, the following factors shall be taken into account:</p> <p>(a) Any risk to health and safety;</p> <p>(b) The Employee's family responsibilities;</p> <p>(c) The operational requirements of the business and the expectations of the role held by the Employee;</p> <p>(d) The notice given by the Employer to the Employee to work additional hours;</p> <p>(e) The notice given by an Employee of any intention to refuse to work additional hours; and</p> <p>(f) The Employee's hours of work over the preceding 4 weeks.</p>	
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**“ANNEXURE B”**

	<p>26.5 Time off instead of payment for overtime</p> <p>(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.</p> <p>(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.</p> <p>EXAMPLE: By making an agreement under clause 26.5 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.</p> <p>(c) Time off must be taken:</p> <p>(i) within the period of 6 months after the overtime is worked; and</p> <p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.5 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.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay</p>		
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**“ANNEXURE B”**

	<p>the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(f) 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.</p> <p>(g) 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 26.5 will apply for overtime that has been worked.</p> <p>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).</p> <p>(h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 26.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>Note: Under section 345(1) of the Act, a person must not knowingly or recklessly</p>		
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**“ANNEXURE B”**

	<p>make a false or misleading representation about the workplace rights of another person under clause 26.5.</p> <p>26.6 Reasonable overtime</p> <p>(a) Subject to s.62 of the Act and this clause, an employer may require an employee to work reasonable overtime hours at overtime rates.</p> <p>(b) An employee may refuse to work overtime hours if they are unreasonable.</p> <p>(c) In determining whether overtime hours are reasonable or unreasonable for the purpose of this clause the following must be taken into account:</p> <p>(i) any risk to employee health and safety from working the additional hours;</p> <p>(ii) the employee’s personal circumstances, including family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise in which the employee is employed;</p> <p>(iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;</p> <p>(v) any notice given by the employer of any request or requirement to work the additional hours;</p> <p>(vi) any notice given by the employee of his or her intention to refuse to work the additional hours;</p>		
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**“ANNEXURE B”**

	<p>(vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;</p> <p>(viii) the nature of the employee’s role, and the employee’s level of responsibility;</p> <p>(ix) whether the additional hours are in accordance with averaging terms of clause 25 in this award inserted pursuant to s.63 of the Act, that applies to the employee; and</p> <p>(x) any other relevant matter.</p>														
<p>Breaks</p>	<p>27.1 Breaks during work periods (a) Breaks will be given as follows:</p> <table border="1"> <thead> <tr> <th>Hours worked</th> <th>Rest break</th> <th>Meal break</th> </tr> </thead> <tbody> <tr> <td>Less than 4 hours</td> <td>No rest break</td> <td>No meal break</td> </tr> <tr> <td>4 hours but less than 5 hours</td> <td>One 10 minute rest break</td> <td>No meal break</td> </tr> <tr> <td>5 hours but less than 9 hours</td> <td>One 10 minute rest break</td> <td>One meal break of at least 30 minutes but not more than 60</td> </tr> </tbody> </table>	Hours worked	Rest break	Meal break	Less than 4 hours	No rest break	No meal break	4 hours but less than 5 hours	One 10 minute rest break	No meal break	5 hours but less than 9 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60	<p>17 Meal and Rest Breaks</p> <p>17.1. Employees shall be entitled to meal and rest breaks as applicable to the length of their Shift:</p> <p>Length of Shift Break</p> <ul style="list-style-type: none"> <li>Over 4 hrs and up to 5 hrs = 1 x 10 minute paid rest break</li> <li>Over 5 hrs but less than 7.5 hrs = 1 x 10 minute paid rest break and 1 x 30 minute unpaid meal break</li> <li>7.5 hours and over = 2 x 10 minute paid rest breaks and 1 x 30 minute unpaid meal break</li> </ul> <p>17.2. An Employee may, in lieu of the unpaid meal break set out in Clause 17.1, instead take a paid rest break of 15 minutes' duration provided:</p> <p>(a) The Shift is no longer than 6 hours; and</p> <p>(b) It is at the request of the Employee.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>doesn't provide for the optional second meal break.</li> <li>Does not provide that the timing of a rest break or a meal break is intended to provide a meaningful break.</li> <li>Specifies “Over 4 hours” and “over 5 hours” whereas the Award specifies “4 hours” and “5 hours”.</li> </ul>
Hours worked	Rest break	Meal break													
Less than 4 hours	No rest break	No meal break													
4 hours but less than 5 hours	One 10 minute rest break	No meal break													
5 hours but less than 9 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60													

**“ANNEXURE B”**

	<p>minutes</p> <p>9 hours or more</p> <p>One or two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours, two rest breaks will be given unless a second meal break is provided</p> <p>(b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.</p>	<p>17.3. Time that is taken as an unpaid meal break shall not be counted as time worked within the meaning of Rostered Hours of Work.</p> <p>17.4. Meal and rest breaks are, in all cases, to be taken at times which are convenient to the Employer's business and the service of customers.</p>	
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**“ANNEXURE B”**

	<p>(c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing work. An employee cannot be required to take a rest break(s) combined with a meal break.</p> <p>(d) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to any agreement reached under clause 12.2 regarding a part-time employee’s regular pattern of work. An agreed variation pursuant to clause 12.3 or 12.5 may include a variation to the time of taking rest and meal breaks.</p> <p>(e) Rest breaks are paid breaks and meal breaks are unpaid breaks.</p> <p>(f) An employee cannot work more than five hours without a meal break.</p>		
<p>Requests for flexible working arrangements</p>	<p>27A Requests for flexible working arrangements</p> <p>27A.1 Employee may request change in working arrangements            Clause 27A applies where an employee has made a request for a change in working arrangements under s.65 of the Act.</p> <p>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 s.65(1A).</p>	<p>22 Requests for flexible working arrangements</p> <p>22.1. This clause shall only apply to:            (a) Permanent Employees; or            (b) Long term Casual Employees who have a reasonable expectation of continuing employment with their Employer on a regular and systematic basis; with at least 12 months continuous service with their Employer.</p> <p>22.2. Subject to Clause 22.3, an Employee who is a member of one of the following groups is entitled to request a flexible working arrangement:            (a) The employee is the parent, or has the responsibility for the care, of a child who is of school age or younger;</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• does not specify the process outlined at clause 27A of FFIA.</li> </ul>

**“ANNEXURE B”**

	<p>Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).</p> <p>Note 3: Clause 27A is an addition to s.65.</p> <p>27A.2 Responding to the request Before responding to a request made under s.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:</p> <p>(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.</p> <p>Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).</p> <p>Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).</p>	<p>(b) The employee is a carer (within the meaning of the Carer Recognition Act 2010);</p> <p>(c) The employee has a disability;</p> <p>(d) The employee is 55 or older;</p> <p>(e) The employee is experiencing violence from a member of their family; or</p> <p>(f) The employee provides care or support to a member of their Immediate Family, or a member of their household, who requires care or support because the member is experiencing violence from the member’s family.</p> <p>22.3. An Employee who:</p> <p>(a) Is a parent, or has responsibility for the care, of a child; and (b) is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Employee to care for the child.</p> <p>22.4. A request for flexible working arrangements pursuant to Clause 22.2 must:</p> <p>(a) Be in writing; and (b) Set out the details of the change sought and the reasons for the change.</p> <p>22.5. Employers must give the Employee a written response within 21 days stating whether the Employee’s request has been granted. Employers may only refuse the request on reasonable business grounds, which include, without limitation, the following:</p>	
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**“ANNEXURE B”**

	<p>[cl 27A.3] What the written response must include if the employer refuses the request          Clause 27A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 27A.2.          (a) The written response under s.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.          (b) If the employer and employee could not agree on a change in working arrangements under clause 27A.2, the written response under s.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.</p> <p>27A.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 27A.2 on a change in working arrangements that differs from that initially requested by the employee, the</p>	<p>(a) That the new working arrangements requested by the Employee would be too costly for the Employer;</p> <p>(b) That there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;</p> <p>(c) That it would be impractical to change the working arrangements of other Employees, or recruit new employees, to accommodate the new working arrangements requested by the Employee;</p> <p>(d) That the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or</p> <p>(e) That the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.</p> <p>22.6. If the Employer refuses the request, the Employer must provide the Employee with details of the reasons for the refusal.</p>	
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**“ANNEXURE B”**

	<p>employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.</p> <p>27A.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 27A, can be dealt with under clause 9—Dispute resolution.</p>		
Annual leave	<p>28.1 Annual leave is provided for in the NES.</p> <p>28.2 Definition of shiftworker For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p> <p>28.3 Annual leave loading (a) During a period of annual leave an employee will receive a loading calculated on the wage rate prescribed in clause 17—Minimum weekly wages. Annual leave loading is payable on leave accrued. (b) The loading will be as follows: (i) Day work</p>	<p>30 Annual Leave</p> <p>30.1. Employees shall be entitled to 4 weeks' paid annual leave in each year of employment, to be taken at times agreed between the Employee and the Employer.</p> <p>30.2. An Employee who meets the definition of a Shiftworker in accordance with Clause 30.3 shall be entitled to 5 weeks' paid annual leave in each year of employment, to be taken at times agreed between the Employee and the Employer.</p> <p>30.3. A Shiftworker for the purposes of Clause 30.2 shall mean an Employee who: (a) is employed in an restaurant in which shifts are continuously rostered 24 hours a day for 7 days a week; and (b) is regularly rostered to work those shifts; and (c) regularly works on Sundays and public holidays.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• does not specify the annual leave loading or the relevant weekend penalty rate.</li> <li>• Does not provide the Award’s protections regarding cashing out of annual leave.</li> <li>• The ambiguity of the provision relating to the requirement to take annual leave renders it a wider provision than the Award and is also open to abuse.</li> </ul>

**“ANNEXURE B”**

	<p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(ii) Shiftwork Employees who would have worked on shiftwork had they not been on leave—loading of 17.5% or the shift loading (including relevant weekend penalty rates), whichever is the greater but not both.</p> <p><b>NB: The Award provides that per cl 28.3(b)(i) for dayworkers they are entitled to the relevant weekend penalty rates or the 17.5% loading whichever is greater but not both.</b></p> <p><b>NES Entitlement:</b></p> <p>[s 86] Annual leave applies to employees other than casual employees</p> <p><b>[s 87] Entitlement to annual leave</b> <i>Amount of leave</i></p> <p>(1) For each year of service with his or her employer, an employee is entitled to:</p> <p>(a) 4 weeks of paid annual leave; or</p> <p>(b) 5 weeks of paid annual leave, if:</p> <p>(i) a modern award applies to the employee and defines or describes the employee as a shiftworker for the purposes of the National Employment Standards; or</p> <p>(ii) an enterprise agreement applies to the employee and defines or describes</p>	<p>30.4. Annual leave accrues on a pro-rata basis throughout the year, is cumulative and is paid out upon termination of employment.</p> <p>30.5. If possible, a request for the taking of annual leave should be made at least 4 weeks in advance. The Employer may reasonably refuse a request for annual leave where the operational requirements of the business necessitate such a refusal.</p> <p>30.6. The Employer prefers and encourages Employees to take all accrued annual leave within 12 months of accruing that annual leave.</p> <p>30.7. Cashing in of Annual Leave</p> <p>(a) An Employee may elect, and the Employer may agree, to cash in a particular amount of the Employee's accrued annual leave.</p> <p>(b) Any agreement to cash in an amount of an Employee's annual leave must be in writing.</p> <p>(c) The Employer and the Employee must not agree to the Employee cashing in an amount of accrued annual leave if the agreement would result in the Employee's remaining leave balance being less than 4 weeks,</p> <p>(d) Any agreement to cash in an amount of an Employee's annual leave must be in accordance with the Fair Work Act 2009.</p> <p>30.8. Requirement to Take Annual Leave</p> <p>The Employer may require an Employee to take a period of annual leave in particular circumstances, but only where such a request is reasonable,</p>	
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**“ANNEXURE B”**

	<p>the employee as a shiftworker for the purposes of the National Employment Standards; or</p> <p>(iii) the employee qualifies for the shiftworker annual leave entitlement under subsection (3) (this relates to award/agreement free employees).</p> <p><i>Accrual of leave</i></p> <p>(2) An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year.</p> <p><i>Award/agreement free employees who qualify for the shiftworker entitlement</i></p> <p>(3) An award/agreement free employee qualifies for the shiftworker annual leave entitlement if:</p> <p>(a) the employee:</p> <ul style="list-style-type: none"><li>(i) is employed in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week; and</li><li>(ii) is regularly rostered to work those shifts; and</li><li>(iii) regularly works on Sundays and public holidays; or</li></ul> <p>(b) the employee is in a class of employees prescribed by the regulations as shiftworkers for the purposes of the National Employment Standards.</p> <p>(4) However, an employee referred to in subsection (3) does not qualify for the shiftworker annual leave entitlement if the employee is in a class of employees prescribed by the regulations as not being qualified for that entitlement.</p>	<p>including, but not limited to, where the Employee has excessive accrued annual leave.</p>	
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“ANNEXURE B”

	<p>(5) Without limiting the way in which a class may be described for the purposes of paragraph (3)(b) or subsection (4), the class may be described by reference to one or more of the following:</p> <ul style="list-style-type: none"><li>(a) a particular industry or part of an industry;</li><li>(b) a particular kind of work;</li><li>(c) a particular type of employment.</li></ul> <p><b>[88] Taking paid annual leave</b></p> <p>(1) Paid annual leave may be taken for a period agreed between an employee and his or her employer.</p> <p>(2) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p> <p><b>[s 89] Employee not taken to be on paid annual leave at certain times</b></p> <p><i>Public holidays</i></p> <p>(1) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.</p> <p>(2) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Part, or a period of absence from employment under Division 8 (which deals with community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.</p>		
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**“ANNEXURE B”**

	<p><b>[s 90] Payment for annual leave</b> (1) If, in accordance with this Division, an employee takes a period of paid annual leave, the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.</p> <p>(2) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.</p> <p><b>[s 91] Transfer of employment situations that affect entitlement to payment for period of untaken paid annual leave</b> <i>Transfer of employment situation in which employer may decide not to recognise employee’s service with first employer</i> (1) Subsection 22(5) does not apply (for the purpose of this Division) to a transfer of employment between non-associated entities in relation to an employee, if the second employer decides not to recognise the employee’s service with the first employer (for the purpose of this Division).</p> <p>(2) If subsection 22(5) applies (for the purpose of this Division) to a transfer of employment in relation to an employee, the employee is not entitled to be paid an amount under subsection 90(2) for a period of untaken paid annual leave.</p> <p><b>[s 92] Paid annual leave must not be cashed out except in accordance with permitted cashing out terms</b></p>		
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“ANNEXURE B”

	<p>Paid annual leave must not be cashed out, except in accordance with:</p> <ul style="list-style-type: none"><li>(a) cashing out terms included in a modern award or enterprise agreement under section 93, or</li><li>(b) an agreement between an employer and an award/agreement free employee under subsection 94(1).</li></ul> <p><b>[s 93] Modern awards and enterprise agreements may include terms relating to cashing out and taking paid annual leave</b> <i>Terms about cashing out paid annual leave</i></p> <p>(1) A modern award or enterprise agreement may include terms providing for the cashing out of paid annual leave by an employee.</p> <p>(2) The terms must require that:</p> <ul style="list-style-type: none"><li>(a) paid annual leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks; and</li><li>(b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and</li><li>(c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.</li></ul> <p><i>Terms about requirements to take paid annual leave</i></p> <p>(3) A modern award or enterprise agreement may include terms requiring an employee, or allowing for an employee to be required, to</p>		
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“ANNEXURE B”

	<p>take paid annual leave in particular circumstances, but only if the requirement is reasonable.</p> <p><i>Terms about taking paid annual leave</i></p> <p>(4) A modern award or enterprise agreement may include terms otherwise dealing with the taking of paid annual leave.</p> <p><b>[s 94] Cashing out and taking paid annual leave for award/agreement free employees</b></p> <p><i>Agreements to cash out paid annual leave</i></p> <p>(1) An employer and an award/agreement free employee may agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave.</p> <p>(2) The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(3) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing.</p> <p>(4) The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.</p> <p><i>Requirements to take paid annual leave</i></p> <p>(5) An employer may require an award/agreement free employee to take a period of paid annual leave, but only if the requirement is reasonable.</p>		
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**“ANNEXURE B”**

	<p>Note: A requirement to take paid annual leave may be reasonable if, for example:</p> <ul style="list-style-type: none"> <li>a) the employee has accrued an excessive amount of paid annual leave; or</li> <li>b) the employer's enterprise is being shut down for a period (for example, between Christmas and New Year).</li> </ul> <p><i>Agreements about taking paid annual leave</i></p> <p>(6) An employer and an award/agreement free employee may agree on when and how paid annual leave may be taken by the employee.</p> <p>Note: Matters that could be agreed include, for example, the following:</p> <ul style="list-style-type: none"> <li>a) that paid annual leave may be taken in advance of accrual;</li> <li>b) that paid annual leave must be taken within a fixed period of time after it is accrued;</li> <li>c) the form of application for paid annual leave;</li> <li>(d) d) that a specified period of notice must be given before taking paid annual leave.</li> </ul>		
Annual leave in advance	<p>28.4 (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.</p> <p>(b) An agreement must:</p> <ul style="list-style-type: none"> <li>(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and</li> </ul>	No equivalent.	Worse

**“ANNEXURE B”**

	<p>(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 28.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.          (c) The employer must keep a copy of any agreement under clause 28.4 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 28.4, 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.</p>		
<p>Cashing out of annual leave</p>	<p>28.5 (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.5.          (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.5.          (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.</p>	<p>No equivalent.</p>	<p>Worse</p>

**“ANNEXURE B”**

	<p>(d) An agreement under clause 28.5 must state:</p> <ul style="list-style-type: none"><li>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</li><li>(ii) the date on which the payment is to be made.</li></ul> <p>(e) An agreement under clause 28.5 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.</p> <p>(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.</p> <p>(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 28.5 as an employee record.</p> <p>Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.5.</p> <p>Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading</p>		
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**“ANNEXURE B”**

	<p>representation about the workplace rights of another person under clause 28.5.</p> <p>Note 3: An example of the type of agreement required by clause 28.5 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.</p>		
Excessive leave accruals: general provision	<p>28.6 Excessive leave accruals: general provision Note: Clauses 28.6 to 28.8 contain provisions, additional to the National Employment Standards, 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 Fair Work Act.</p> <p>(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 28.2).</p> <p>(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.</p> <p>(c) Clause 28.7 sets out how an <b>employer may direct an employee who has an excessive leave accrual to take paid annual leave.</b></p>	No equivalent.	Worse
Excessive leave accruals: direction by	<p>28.7 Excessive leave accruals: direction by employer that leave be taken</p> <p>(a) If an employer has genuinely tried to reach agreement with an employee</p>	No equivalent.	Worse

**“ANNEXURE B”**

<p>employer that leave be taken</p>	<p>under clause 28.6(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.</p> <p>(b) However, a direction by the employer under paragraph (a):</p> <p>(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 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account; and</p> <p>(ii) must not require the employee to take any period of paid annual leave of less than one week; and</p> <p>(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</p> <p>(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.</p> <p>(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual</p>		
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**“ANNEXURE B”**

	<p>leave as if the direction had not been given.</p> <p>Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 28.7(b)(i).</p> <p>Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p>		
<p>Excessive leave accruals: request by employee for leave</p>	<p>28.8 Excessive leave accruals: request by employee for leave</p> <p>(a) If an employee has genuinely tried to reach agreement with an employer under clause 28.6(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.</p> <p>(b) However, an employee may only give a notice to the employer under paragraph (a) if:</p> <p>(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and</p> <p>(ii) the employee has not been given a direction under clause 28.7(a) that, when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.</p>	<p>No equivalent.</p>	<p>Worse</p>

**“ANNEXURE B”**

	<p>(c) A notice given by an employee under paragraph (a) must not:</p> <p>(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 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account; or</p> <p>(ii) provide for the employee to take any period of paid annual leave of less than one week; or</p> <p>(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</p> <p>(iv) be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 28.2) in any period of 12 months.</p> <p>(e) The employer must grant paid annual leave requested by a notice under paragraph (a).</p>		
<p>Personal/carer’s leave/compassionate leave</p>	<p>29.1 Personal/carer’s leave and compassionate leave are provided for in the NES.</p> <p>[cl 29.2] Casual employees</p>	<p>31 Personal Leave</p> <p>31.1. Employees shall be entitled to 10 days’ paid personal leave in each year of employment.</p>	<p>Worse –</p> <ul style="list-style-type: none"> <li>• Personal Leave in the Act is 10 days per year for all employees, although it accrues</li> </ul>

**“ANNEXURE B”**

	<p>(a) Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.          (b) Such leave is unpaid. A maximum of 48 hours' absence is allowed by right with additional absence by agreement.</p> <p>[cl 29.3] An employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under this clause.</p> <p><b>NES Entitlements:</b>          [s 95] This applies to employees other than casual employees.</p> <p><b>[s 96] Entitlement to paid personal/carer's leave</b>  <i>Amount of leave</i>          (1) For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.</p> <p><i>Accrual of leave</i>          (2) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.</p> <p><b>[s 97] Taking paid personal/carer's leave</b>          An employee may take paid personal/carer's leave if the leave is taken:</p>	<p>31.2. Personal leave accrues on a pro-rata basis. is cumulative and is not paid out upon termination of employment.</p> <p>31.3 Personal leave may be used as follows:          (a) As "sick leave" • in the event of personal illness or injury; or          (b) As "carer's leave" • to provide care or support to a member of the Employee's Immediate Family or household, who requires care and support because of:          (i) A personal illness or injury of a member; or          (ii) An unexpected emergency affecting the member.</p> <p>31.4. In order to qualify for the payment of personal leave the Employee must take all reasonable steps to inform the Employer of any expected period of absence from work due to personal leave prior to the start of the Shift on which the Employee is rostered to work or, in exceptional circumstances, as soon as is reasonably practical, in order that alternative staffing arrangements may be made; and</p> <p>31.5. To substantiate all absences for personal leave the Employee must give the Employer evidence to satisfy as reasonable person as to the Employee's inability to work or, in the case of carer's leave, confirming the illness or injury of the person being cared for by the Employee.</p> <p>31.6. The documentary evidence required in accordance with this Clause must be given to the Employer as soon as is reasonably practicable</p>	<p>progressively for part-time employees.</p> <ul style="list-style-type: none"> <li>• The Agreement's provision of pro rata is worse than the Award and the Act.</li> </ul>
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**“ANNEXURE B”**

	<p>(a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or          (b) to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because of:              (i) a personal illness, or personal injury, affecting the member; or              (ii) an unexpected emergency affecting the member.</p> <p>Note 1: The notice and evidence requirements of section 107 must be complied with.</p> <p>Note 2: If a female employee has an entitlement to paid personal/carer’s leave, she may take that leave instead of taking unpaid special maternity leave under section 80.</p> <p><b>[s 98] Employee taken not to be on paid personal/carer’s leave on public holiday</b>          If the period during which an employee takes paid personal/carer’s leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer’s leave on that public holiday.</p> <p><b>[s 99] Payment for paid personal/carer’s leave</b>          If, in accordance with this Subdivision, an employee takes a period of paid personal/carer’s leave, the employer must</p>	<p>(which may be before or after personal leave has started).</p> <p><b>31.7 Cashing in of Personal Leave</b>          (a) An Employee may elect, and the Employer may agree, to cash in a particular amount of the Employee’s accrued personal leave,          (b) Any agreement to cash in an amount of an Employee’s personal leave must be in writing,          (c) The Employer and the Employee must not agree to the Employee cashing in an amount of accrued personal leave if the agreement would result in the Employee’s remaining leave balance being less than 15 days,          (d) Any agreement to cash in an amount of an Employee’s personal leave must be in accordance with the Fair Work Act 2009</p> <p><b>31.8 Sick Leave and Workers’ Compensation</b>          Employees are not entitled to paid sick leave for any period in respect of which they are entitled to workers’ compensation.</p> <p><b>32 Payment of Annual Leave and Personal Leave as Loaded Wage Rate</b>          By agreement between an Employee and the Employer, all paid annual leave and personal leave provided for in this Agreement may be paid as a Loaded Wage Rate, in accordance with the following conditions:</p> <p><b>32.1.</b> The Employee’s Loaded Wage Rate is inclusive of an additional loading representing a pro-rata payment of the entitlement to annual leave and personal leave;</p>	
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**“ANNEXURE B”**

	<p>pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.</p> <p><b>[s 100] Paid personal/carer’s leave must not be cashed out except in accordance with permitted cashing out terms</b> Paid personal/carer’s leave must not be cashed out, except in accordance with cashing out terms included in a modern award or enterprise agreement under section 101.</p> <p><b>[s 101] Modern awards and enterprise agreements may include terms relating to cashing out paid personal/carer’s leave</b> (1) A modern award or enterprise agreement may include terms providing for the cashing out of paid personal/carer’s leave by an employee.</p> <p>(2) The terms must require that: (a) paid personal/carer’s leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid personal/carer’s leave being less than 15 days; and (b) each cashing out of a particular amount of paid personal/carer’s leave must be by a separate agreement in writing between the employer and the employee; and (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.</p> <p><b>Unpaid carers leave</b> <b>[s 102] Entitlement to unpaid carer’s leave</b></p>	<p>32.2. The Employee will still accrue a pro-rata entitlement to take annual leave and personal leave, however, when such annual leave or personal leave is taken it will be unpaid; and</p> <p>32.3. If the Employee's Loaded Wage Rate increases after the Employee has received payment of unused accrued annual leave and personal leave, but before the Employee takes such annual leave or personal leave, the Employer will, at the time such unpaid annual leave or personal leave is taken, pay to the Employee an amount equal to the difference between: (a) the former pro-rata payment of the Employee's entitlement to annual leave or personal leave; and (b) the new pro-rata payment of the Employee's entitlement to annual leave or personal leave;</p> <p>32.4. Any Overtime loadings payable pursuant to Clause 18, pro rata long service leave on termination pursuant to Clause 36, payment in lieu of notice of termination payable pursuant to Clause 44.2 or severance pay payable pursuant to Clause 47, shall be calculated with reference to the respective Ordinary Wage Rate exclusive of any loading for annual leave and personal leave.</p> <p><b>33 Unpaid Carer’s Leave</b></p> <p>33.1. Employees, including Casual Employees, shall be entitled to up to 2 days' unpaid carer's leave for each occasion where a member of the Employee's Immediate Family, or a member of the</p>	
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**“ANNEXURE B”**

	<p>An employee is entitled to 2 days of unpaid carer’s leave for each occasion (a <b>permissible occasion</b>) when a member of the employee’s immediate family, or a member of the employee’s household, requires care or support because of:</p> <p>(a) a personal illness, or personal injury, affecting the member; or</p> <p>(b) an unexpected emergency affecting the member.</p> <p><b>[s 103] Taking unpaid carer’s leave</b></p> <p>(1) An employee may take unpaid carer’s leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in section 102.</p> <p>(2) An employee may take unpaid carer’s leave for a particular permissible occasion as:</p> <p>(a) a single continuous period of up to 2 days; or</p> <p>(b) any separate periods to which the employee and his or her employer agree.</p> <p>(3) An employee cannot take unpaid carer’s leave during a particular period if the employee could instead take paid personal/carer’s leave.</p> <p><b>Compassionate leave</b></p> <p><b>[s 104] Entitlement to compassionate leave</b></p> <p>An employee is entitled to 2 days of compassionate leave for each occasion (a <b>permissible occasion</b>) when a member of the employee’s immediate family, or a member of the employee’s household:</p>	<p>Employee's household, requires care or support during such a period because of:</p> <p>(a) A personal illness, or injury, of the member; or</p> <p>(b) An unexpected emergency affecting the member.</p> <p>33.2. To be entitled to take unpaid carer's leave in accordance with this Clause:</p> <p>(a) The Employee's entitlement to paid personal leave in accordance with Clause 31 must be exhausted; and</p> <p>(b) If required by the Employer, the Employee must give the Employer evidence to satisfy as reasonable person as to the illness or injury of the person being cared for by the Employee.</p> <p><b>34 Compassionate Leave</b></p> <p>34.1. Employees are entitled to up to 2 days' paid compassionate leave on each occasion of the following:</p> <p>(a) For the purposes of spending time with a person who is a member of the Employee's Immediate Family or household who has a personal illness, or injury, that poses a serious threat to his or her life; or</p> <p>(b) After the death of a member of the Employee's Immediate Family or household.</p> <p>34.2. If the Employer requests reasonable evidence of the illness, injury or death, the Employee</p>	
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**“ANNEXURE B”**

	<p>(a) contracts or develops a personal illness that poses a serious threat to his or her life; or (b) sustains a personal injury that poses a serious threat to his or her life; or (c) dies.</p> <p><b>[s 105] Taking compassionate leave</b> (1) An employee may take compassionate leave for a particular permissible occasion if the leave is taken: (a) to spend time with the member of the employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104; or (b) after the death of the member of the employee’s immediate family or household referred to in section 104.</p> <p>(2) An employee may take compassionate leave for a particular permissible occasion as: (a) a single continuous 2 day period; or (b) 2 separate periods of 1 day each; or (c) any separate periods to which the employee and his or her employer agree.</p> <p>(3) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists. Note: The notice and evidence requirements of section 107 must be complied with.</p>	<p>must provide such evidence in order to receive payment for compassionate leave.</p> <p>34.3. Casual Employees shall be entitled to compassionate leave in accordance with this clause, save that such leave shall be unpaid.</p>	
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**“ANNEXURE B”**

	<p><b>[s 106] Payment for compassionate leave (other than for casual employees)</b> If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. Note: For casual employees, compassionate leave is unpaid leave.</p> <p><b>[s 107] Notice and evidence requirements</b> <i>Notice</i></p> <p>(1) An employee must give his or her employer notice of the taking of leave under this Division by the employee.</p> <p>(2) The notice:</p> <p>(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and</p> <p>(b) must advise the employer of the period, or expected period, of the leave.</p> <p><i>Evidence</i></p> <p>(3) An employee who has given his or her employer notice of the taking of leave under this Division must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:</p> <p>(a) if it is paid personal/carer's leave--the leave is taken for a reason specified in section 97; or</p>		
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**“ANNEXURE B”**

	<p>(b) if it is unpaid carer's leave--the leave is taken for a permissible occasion in circumstances specified in <u>subsection</u> 103(1); or</p> <p>(c) if it is compassionate leave--the leave is taken for a permissible occasion in circumstances specified in <u>subsection</u> 105(1).</p> <p><i>Compliance</i></p> <p>(4) An employee is not entitled to take leave under this Division unless the employee complies with this section.</p> <p><i>Modern awards and enterprise agreements may include evidence requirements</i></p> <p>(5) A modern award or enterprise agreement may include terms relating to the kind of evidence that an employee must provide in order to be entitled to paid personal/carer's leave, unpaid carer's leave or compassionate leave.</p> <p>Note: Personal information given to an employer under this section may be regulated under the <i>Privacy Act 1988</i></p>		
Public Holidays	<p>30.1 Public holidays are provided for in the NES.</p> <p>30.2 An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES. If an employee works on either the public holiday or the substitute day public holiday penalties apply. If both days are worked, the public holiday</p>	<p>40 Public Holidays</p> <p>40.1. As the Employer generally trades on public holidays, Employees may be requested to work on public holidays.</p> <p>40.2. Public holidays are those days (including substituted public holidays) declared or prescribed as public holidays in Victoria, ACT or NT as applicable to the location of the Employer.</p>	<p>Worse – does not specify the penalties of the Award.</p> <p>See comparison of penalty rates above.</p> <p>Worse: Options A, B, C, D, E</p>

**“ANNEXURE B”**

	<p>penalties must be paid on one day chosen by the employee.</p> <p>30.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES. If an employee works on either the part-day public holiday or the substitute part-day public holiday penalties apply. If both part-days are worked, the public holiday penalties must be paid on one part-day chosen by the employee.</p> <p>30.4 Work on a public holiday must be compensated by payment at the rate of 225% (250% for casual employees, inclusive of the casual loading).</p> <p>NOTE: For provisions relating to part-day public holidays see Schedule E—Part-day Public Holidays.</p> <p><b>NES Entitlement:</b>  <b>[s 114] Entitlement to be absent from employment on public holiday</b>  <i>Employee entitled to be absent on public holiday</i>          (1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.</p> <p><i>Reasonable requests to work on public holidays</i></p>	<p>40.3. Public Holidays Worked          An Employee who works on a public holiday shall be paid for each hour of work performed in accordance with the applicable nominated Minimum Wage Rate Schedule.</p> <p>40.4. Public Holidays Not Worked          A Permanent Employee who is rostered, but not required, to work on a public holiday shall be paid their Wage Rate for their Rostered Hours of Work.</p>	<p align="center"><b>Better: Option F (250%)</b></p>
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**“ANNEXURE B”**

	<p>(2) However, an employer may request an employee to work on a public holiday if the request is reasonable.</p> <p>(3) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:</p> <ul style="list-style-type: none"><li>(a) the request is not reasonable; or</li><li>(b) the refusal is reasonable.</li></ul> <p>(4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:</p> <ul style="list-style-type: none"><li>(a) the nature of the employer’s workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;</li><li>(b) the employee’s personal circumstances, including family responsibilities;</li><li>(c) whether the employee could reasonably expect that the employer might request work on the public holiday;</li><li>(d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;</li><li>(e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);</li><li>(f) the amount of notice in advance of the public holiday given by the employer when making the request;</li><li>(g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;</li><li>(h) any other relevant matter.</li></ul>		
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“ANNEXURE B”

	<p><b>[s 115] Meaning of <i>public holiday</i></b> <i>The public holidays</i></p> <p>(1) The following are <b>public holidays</b>:</p> <ul style="list-style-type: none"><li>(a) each of these days:<ul style="list-style-type: none"><li>(i) 1 January (New Year’s Day);</li><li>(ii) 26 January (Australia Day);</li><li>(iii) Good Friday;</li><li>(iv) Easter Monday;</li><li>(v) 25 April (Anzac Day);</li><li>(vi) the Queen’s birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);</li><li>(vii) 25 December (Christmas Day);</li><li>(viii) 26 December (Boxing Day);</li></ul></li><li>(b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.</li></ul> <p><i>Substituted public holidays under State or Territory laws</i></p> <p>(2) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (1), then the substituted day or part-day is the <b>public holiday</b>.</p> <p>(3) A modern award or enterprise agreement may include terms providing for an employer and employee to agree on the substitution of a day or part-day for a day or part-day that</p>		
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**“ANNEXURE B”**

	<p>would otherwise be a public holiday because of subsection (1) or (2).</p> <p><i>Substituted public holidays under modern awards and enterprise agreements</i></p> <p>(4) An employer and an award/agreement free employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of subsection (1) or (2).</p> <p>Note: This Act does not exclude State and Territory laws that deal with the declaration, prescription or substitution of public holidays, but it does exclude State and Territory laws that relate to the rights and obligations of an employee or employer in relation to public holidays (see paragraph 27(2)(j)).</p> <p><b>[s 116] Payment for absence on public holiday</b></p> <p>If, in accordance with this Division, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work on the day or part-day.</p> <p>Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, .or is a part-time employee whose part-time hours do</p>		
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**“ANNEXURE B”**

	<p>not include the day of the week on which the public holiday occurs.</p>		
<p>Community service leave</p>	<p>31 Community service leave is provided for in the NES.</p> <p><b>NES Entitlements:</b></p> <p><b>[s 108] Entitlement to be absent from employment for engaging in eligible community service activity</b>          An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:</p> <p>(a) the period consists of one or more of the following:</p> <ul style="list-style-type: none"> <li>(i) time when the employee engages in the activity;</li> <li>(ii) reasonable travelling time associated with the activity;</li> <li>(iii) reasonable rest time immediately following the activity; and</li> </ul> <p>(b) unless the activity is jury service—the employee’s absence is reasonable in all the circumstances.</p> <p><b>[s 109] Meaning of eligible community service activity</b>  <i>General</i></p> <p>(1) Each of the following is an <b>eligible community service activity</b>:</p> <p>(a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or</p> <p>(b) a voluntary emergency management activity (see subsection (2)); or</p>	<p>37 Community Service Leave</p> <p>37.1. Subject to Clause 37.2, an Employee who engages in a voluntary emergency management activity shall be entitled to be absent from the workplace for a period equal to:</p> <ul style="list-style-type: none"> <li>(a) the time during which the Employee engages in the activity;</li> <li>(b) reasonable travelling time associated with the activity; and</li> <li>(c) reasonable rest time immediately following the activity;</li> </ul> <p>provided that the Employee's absence is reasonable in all the circumstances.</p> <p>37.2. The Employee must provide the Employer with:</p> <ul style="list-style-type: none"> <li>(a) notice of their absence, advising of the expected period of the absence, either before the commencement of the activity or as soon as practicable following commencement of the activity; and</li> <li>(b) reasonable evidence that the Employee is absent from work because the Employee has been or will be engaging in a voluntary emergency management activity.</li> </ul> <p>37.3. Any absence from work on a period of community service leave sh,11 be unpaid, unless agreed by the Employer otherwise.</p>	<p>Neutral – re Community Service Leave.</p> <p><b>Better</b> – Jury Service Leave.</p>



**“ANNEXURE B”**

<p>(c) an activity prescribed in regulations made for the purpose of subsection (4). <i>Voluntary emergency management activities</i></p> <p>(2) An employee engages in a <b>voluntary emergency management activity</b> if, and only if:</p> <p>(a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and</p> <p>(b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and</p> <p>(c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and</p> <p>(d) either:</p> <ul style="list-style-type: none"><li>(i) the employee was requested by or on behalf of the body to engage in the activity; or</li><li>(ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.</li></ul> <p>(3) A <b>recognised emergency management body</b> is:</p> <p>(a) a body, or part of a body, that has a role or function under a plan that:</p> <ul style="list-style-type: none"><li>(i) is for coping with emergencies and/or disasters; and</li><li>(ii) is prepared by the Commonwealth, a State or a Territory; or</li></ul> <p>(b) a fire-fighting, civil defence or rescue body, or part of such a body; or</p>	<p><b>38 Jury Service Leave</b></p> <p>38.1. Subject to Clause 38.2, a Permanent Employee required to attend jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid to them under juries legislation, and the wages the Employee would have received had they worked during that time.</p> <p>38.2. In order to receive payment for jury service, the Employee must provide proof of attendance at jury service and of any payment received.</p> <p>38.3. This Clause is not intended to apply to the exclusion of any relevant laws of Victoria, ACT or Northern Territory that provided employee entitlements in relation to jury service to the extent that those entitlements are more beneficial than the entitlements under this Clause.</p>	
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**“ANNEXURE B”**

	<p>(c) any other body, or part of a body, a substantial purpose of which involves:</p> <ul style="list-style-type: none"><li>(i) securing the safety of persons or animals in an emergency or natural disaster; or</li><li>(ii) protecting property in an emergency or natural disaster; or</li><li>(iii) otherwise responding to an emergency or natural disaster; or</li></ul> <p>(d) a body, or part of a body, prescribed by the regulations;</p> <p>but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.</p> <p><i>Regulations may prescribe other activities</i></p> <p>(4) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.</p> <p><b>[s 110] Notice and evidence requirements</b></p> <p><i>Notice</i></p> <p>(1) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.</p> <p>(2) The notice:</p> <ul style="list-style-type: none"><li>(a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and</li><li>(b) must advise the employer of the period, or expected period, of the absence.</li></ul> <p><i>Evidence</i></p>		
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**“ANNEXURE B”**

<p><b>Jury Service</b></p>	<p>(3) An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.</p> <p><i>Compliance</i></p> <p>(4) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section.</p> <p>Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988 .</p> <p><b>[s 111] Payment to employees (other than casuals) on jury service</b></p> <p><i>Application of this section</i></p> <p>(1) This section applies if:</p> <p>(a) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and</p> <p>(b) the employee is not a casual employee.</p> <p><i>Employees to be paid base rate of pay</i></p> <p>(2) Subject to subsections (3), (4) and (5), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.</p> <p><i>Evidence</i></p>		
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**“ANNEXURE B”**

	<p>(3) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:</p> <p>(a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and</p> <p>(b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.</p> <p>(4) If, in accordance with subsection (3), the employer requires the employee to give the employer the evidence referred to in that subsection:</p> <p>(a) the employee is not entitled to payment under subsection (2) unless the employee provides the evidence; and</p> <p>(b) if the employee provides the evidence—the amount payable to the employee under subsection (2) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.</p> <p><i>Payment only required for first 10 days of absence</i></p> <p>(5) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:</p> <p>(a) the employer is only required to pay the employee for the first 10 days of absence; and</p> <p>(b) the evidence provided in response to a requirement under subsection (3) need only relate to the first 10 days of absence; and</p>		
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**“ANNEXURE B”**

	<p>(c) the reference in subsection (4) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.</p> <p><i>Meaning of jury service pay</i>  <b>(6) Jury service pay</b> means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.</p> <p><i>Meaning of jury service summons</i>  <b>(7) Jury service summons</b> means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.</p> <p><b>[s 112] State and Territory laws that are not excluded</b>  <b>(1)</b> This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to engaging in eligible community service activities, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.</p>		
Study Leave	No equivalent provision.	<p>39 Study Leave</p> <p>39.1. The Employer regards the study commitments of its Employees as critical in the ongoing personal development of Employees and their consequential contribution to the business.</p> <p>39.2. If an Employee undertakes any further education or training in courses that are relevant to the business of the Employer, the Employer may</p>	Better

**“ANNEXURE B”**

		<p>grant the Employee a period of study leave, either paid or unpaid, for the purposes of exams or exam preparation. This will be determined on a case by case basis at the Employer's discretion, with reference to performance, time commitments and the continuing ability to perform duties and responsibilities.</p> <p>39.3. The amount of leave granted will be at the Employer's discretion.</p> <p>39.4. Alternatively, annual leave may be taken for the purposes of exams or exam preparation.</p>	
<p>Leave to deal with Family and Domestic Violence</p>	<p>32.1 This clause applies to all employees, including casuals.</p> <p>32.2 Definitions                      (a) In this clause:                      family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.                      family member means:                      (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or                      (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or                      (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.</p>	<p>No equivalent provision</p>	<p>Worse</p>

**“ANNEXURE B”**

	<p>(b) A reference to a spouse or de facto partner in the definition of family member in clause 32.2(a) includes a former spouse or de facto partner.</p> <p>32.3 Entitlement to unpaid leave An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows: (a) the leave is available in full at the start of each 12 month period of the employee's employment; and (b) the leave does not accumulate from year to year; and (c) is available in full to part-time and casual employees. Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer. 2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.</p> <p>32.4 Taking unpaid leave An employee may take unpaid leave to deal with family and domestic violence if the employee: (a) is experiencing family and domestic violence; and (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the</p>		
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**“ANNEXURE B”**

	<p>employee to do that thing outside their ordinary hours of work. Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.</p> <p>32.5 Service and continuity The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.</p> <p>32.6 Notice and evidence requirements (a) Notice An employee must give their employer notice of the taking of leave by the employee under clause 32. The notice: (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and (ii) must advise the employer of the period, or expected period, of the leave. (b) Evidence An employee who has given their employer notice of the taking of leave under clause 32 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 32.4.</p>		
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**“ANNEXURE B”**

	<p>Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.</p> <p>32.7 Confidentiality          (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 32.6 is treated confidentially, as far as it is reasonably practicable to do so.          (b) Nothing in clause 32 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.          Note: 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.</p> <p>32.8 Compliance          An employee is not entitled to take leave under clause 32 unless the employee complies with clause 32.</p>		
Schedule B— Classifications	B.1 Fast Food Employee Level 1	Schedule 2 – Job Classifications	Neutral

**“ANNEXURE B”**

	<p>B.1.1 An employee engaged in the preparation, the receipt of orders, cooking, sale, serving or delivery of meals, snacks and/or beverages which are sold to the public primarily to take away or in food courts in shopping centres.</p> <p>B.1.2 A Fast Food Employee Level 1 will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning and cleaning of toilets.</p> <p>B.2 Fast Food Employee Level 2 An employee who has the major responsibility on a day to day basis for supervising Fast Food employees Level 1 and/or training new employees or an employee required to exercise trade skills.</p> <p>B.3 Fast Food Employee Level 3 An employee appointed by the employer to be in charge of a shop, food outlet, or delivery outlet.</p>	<p><u>A Sandwich Artist•M – Level 1</u> means an Employee who is engaged to perform the following duties:</p> <ul style="list-style-type: none"> <li>• preparation, assembly, cooking or packing of product for sale;</li> <li>• the maintenance of the work area at a standard of cleanliness required by the Employer;</li> <li>• the cleaning of cooking utensils, cutlery and glassware;</li> <li>• the performance of customer service functions, including the taking of orders by any means and the entering of information onto a computer;</li> <li>• the receipt of monies or other duties involving customer contact, except the delivery of product to the customer outside the restaurant;</li> <li>• opening and/or closing the restaurant, under supervision and according to the established procedures; and</li> <li>• accepting deliveries with due care and attention.</li> </ul> <p><u>Senior Sandwich Artist•M – Level 2</u></p> <p>A Senior Sandwich Artist is an Employee who, in addition to performing the duties of a Sandwich Artist, has the major responsibility on a day to day basis for supervising Sandwich Artists and/or training new Employees or an Employee required to exercise trade skills.</p> <p><u>Restaurant Supervisor/Manager – Level 3</u></p>	
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**“ANNEXURE B”**

		<p>A Restaurant Supervisor/Manager means an Employee who is in charge of a restaurant and who, as well as performing the duties comprehended by a Senior Sandwich Artist", is responsible for:-</p> <ul style="list-style-type: none"> <li>• placing orders for supplies;</li> <li>• banking daily takings;</li> <li>• supervision of Employees performing lower level work; and</li> <li>• providing reports as required.</li> </ul>	
<p>Schedule E – Part-day Public Holidays</p>	<p>Schedule E—Part-day Public Holidays</p> <p>This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.</p> <p>E.1 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 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:</p> <p>(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not</p>	<p>No equivalent provision</p>	<p>Worse</p>

**“ANNEXURE B”**

	<p>reasonable or the refusal is reasonable as provided for in the NES.</p> <p>(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between on the declared or prescribed part-day public holiday 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.</p> <p>(c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.</p> <p>(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between on the declared or prescribed part-day public holiday, 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.</p>		
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**“ANNEXURE B”**

	<p>(e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.</p> <p>(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 on the declared or prescribed part-day public holiday.</p> <p>E.2 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.</p>		
<p>Maximum weekly hours</p>	<p><b>[s 62] Maximum weekly hours</b>  <i>Maximum weekly hours of work</i></p> <p>(1) An employer must not request or require an employee to work more than the following number of hours in a week unless the additional hours are reasonable:</p> <p>(a) for a full-time employee—38 hours; or</p> <p>(b) for an employee who is not a full-time employee—the lesser of:</p>	<p>See cl 15 – hours</p>	<p>Neutral</p>

**“ANNEXURE B”**

	<p>(i) 38 hours; and (ii) the employee’s ordinary hours of work in a week.</p> <p><i>Employees mat refuse to work unreasonable additional hours</i></p> <p>(2) The employee may refuse to work additional hours (beyond those referred to in paragraph (1)(a) or (b)) if they are unreasonable.</p> <p><i>Determining whether additional hours are reasonable</i></p> <p>(3) In determining whether additional hours are reasonable or unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:</p> <ul style="list-style-type: none"><li>(a) any risk to employee health and safety from working the additional hours;</li><li>(b) the employee’s personal circumstances, including family responsibilities;</li><li>(c) the needs of the workplace or enterprise in which the employee is employed;</li><li>(d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;</li><li>(e) any notice given by the employer of any request or requirement to work the additional hours;</li><li>(f) any notice given by the employee of his or her intention to refuse to work the additional hours;</li></ul>		
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**“ANNEXURE B”**

	<p>(g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;</p> <p>(h) the nature of the employee’s role, and the employee’s level of responsibility;</p> <p>(i) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;</p> <p>(j) any other relevant matter.</p> <p><i>Authorised leave or absence treated as hours worked</i></p> <p>(4) For the purposes of subsection (1), the hours an employee works in a week are taken to include any hours of leave, or absence, whether paid or unpaid, that the employee takes in the week and that are authorised:</p> <p>(a) by the employee’s employer; or</p> <p>(b) by or under a term or condition of the employee’s employment; or</p> <p>(c) by or under a law of the Commonwealth, a State or a Territory, or an instrument in force under such a law.</p> <p><b>[s 63] Modern awards and enterprise agreements may provide for averaging of hours of work</b></p> <p>(1) A modern award or enterprise agreement may include terms providing for the averaging of hours of work over a specified</p>		
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**“ANNEXURE B”**

	<p>period. The average weekly hours over the period must not exceed:</p> <p>(a) for a full-time employee—38 hours; or</p> <p>(b) for an employee who is not a full-time employee—the lesser of:</p> <p>    (i) 38 hours; and</p> <p>    (ii) the employee’s ordinary hours of work in a week.</p> <p>(2)The terms of a modern award or enterprise agreement may provide for average weekly hours that exceed the hours referred to in paragraph (1)(a) or (b) if the excess hours are reasonable for the purposes of subsection 62(1).</p> <p><b>[s 64] Averaging of hours of work for award/agreement free employees</b></p> <p>(1) An employer and an award/agreement free employee may agree in writing to an averaging arrangement under which hours of work over a specified period of not more than 26 weeks are averaged. The average weekly hours over the specified period must not exceed:</p> <p>(a) for a full-time employee—38 hours; or</p> <p>(b) for an employee who is not a full-time employee—the lesser of:</p> <p>    (i)38 hours; and</p> <p>    (ii) the employee’s ordinary hours of work in a week.</p> <p>(2) The agreed averaging arrangement may provide for average weekly hours that exceed the hours referred to in paragraph (1)(a) or (b) if the excess hours</p>		
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**“ANNEXURE B”**

	<p>are reasonable for the purposes of subsection 62(1).</p>		
<p>Requests for flexible working arrangements</p>	<p><b>[s 65]</b> Requests for flexible working arrangements  <i>Employee may request change in working arrangements</i>  (1) If:  (a) any of the circumstances referred to in subsection (1A) apply to an employee; and  (b) the employee would like to change his or her working arrangements because of those circumstances;  then the employee may request the employer for a change in working arrangements relating to those circumstances.</p> <p>(1A)The following are the circumstances:  (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;  (b) the employee is a carer (within the meaning of the <i>Carer Recognition Act 2010</i>);  (c) the employee has a disability;  (d) the employee is 55 or older;  (e) the employee is experiencing violence from a member of the employee’s family;  (f) the employee provides care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because the member is experiencing violence from the member’s family.</p> <p>(1B) To avoid doubt, and without limiting subsection (1), an employee who:  (a) is a parent, or has responsibility for the care, of a child; and  (b) is returning to work after taking leave in relation to the birth or adoption of the child;</p>	<p>22 Requests for Flexible Working Arrangements</p> <p>22.1. This Clause shall only apply to:  (a) Permanent Employees; or  (b) long term Casual Employees who have a reasonable expectation of continuing employment with the Employer on a regular and systematic basis; with at least 12 months continuous service with the Employer.</p> <p>22.2. Subject to Clause 22,3, an Employee who is a parent, or has responsibility for the care, of a child may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child:  (a) is under school age; or  (b) is under 18 and has a disability.</p> <p>22.3. A request for flexible working arrangements pursuant to Clause 22,2 must:  (a) be in writing; and  (b) set out the details of the change sought and the reasons for the change.</p> <p>22.4. The Employer must give the Employee a written response within 21 days stating whether the Employee’s request has been granted. The Employer may only refuse the request on reasonable business grounds. If the Employer refuses the request, the Employer must provide the Employee with details of the reasons for the refusal.</p>	<p align="center">Neutral</p>

**“ANNEXURE B”**

	<p>may request to work part-time to assist the employee to care for the child.</p> <p>(2) The employee is not entitled to make the request unless:</p> <p>(a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or</p> <p>(b) for a casual employee—the employee:</p> <ul style="list-style-type: none"><li>(i) is a long term casual employee of the employer immediately before making the request; and</li><li>(ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.</li></ul> <p><i>Formal requirements</i></p> <p>(3)The request must:</p> <p>(a) be in writing; and</p> <p>(b) set out details of the change sought and of the reasons for the change.</p> <p><i>Agreeing to the request</i></p> <p>(4) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.</p> <p>(5) The employer may refuse the request only on reasonable business grounds.</p> <p>(5A) Without limiting what are reasonable business grounds for the purposes of subsection (5), reasonable business grounds include the following:</p>		
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**“ANNEXURE B”**

	<p>(a) that the new working arrangements requested by the employee would be too costly for the employer;</p> <p>(b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;</p> <p>(c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;</p> <p>(d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;</p> <p>(e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.</p> <p>(6) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.</p> <p><b>[s 66] State and Territory laws that are not excluded</b></p> <p>This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to flexible working arrangements, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.</p>		
Parental leave	<p><b>[s 70] Entitlement to unpaid parental leave</b></p> <p>An employee is entitled to 12 months of unpaid parental leave if: (a) the leave is associated with: (i) the birth of a child of the</p>	35 Parental Leave	Neutral

**“ANNEXURE B”**

	<p>employee or the employee’s spouse or de facto partner; or (ii) the placement of a child with the employee for adoption; and (b) the employee has or will have a responsibility for the care of the child.</p> <p>Note: Entitlement is also affected by:</p> <p>(a) section 67 (which deals with length of the employee’s service); and          (b) for pregnancy and birth--subsection 77A(3) (which applies if the pregnancy ends other than by the child being born alive, or if the child dies after birth); and          (c) for adoption--section 68 (which deals with the age etc. of the adopted child).</p>	<p>Full time, part time and eligible Casual Employees shall be entitled to 12 months' unpaid maternity, paternity and adoption leave on the terms and conditions set out in the Fair Work Act 2009.</p>	
	<p><b>[s 71] The period of leave—other than for members of an employee couple who each intend to take leave</b>  <i>Application of this section</i>          (1) This section applies to an employee who intends to take unpaid parental leave if:          (a) the employee is not a member of an employee couple; or (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave</p> <p><i>Leave must be taken in a single continuous period</i>          (2) The employee must take the leave in a single continuous period. Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p> <p>(3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave</p>		

**“ANNEXURE B”**

	<p>may start up to 6 weeks before the expected date of birth of the child but must not start later than the date of birth of the child.</p> <p>(4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child. When adoption-related leave must start</p> <p><i>When adopted-related leave must start</i></p> <p>(5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child. Leave may start later for employees whose spouse or de facto partner is not an employee</p> <p><i>Leave may start later for employees whose spouse or de facto partner is not an employee</i></p> <p>(6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:</p> <p>(a) the employee has a spouse or de facto partner who is not an employee; and</p> <p>(b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.</p> <p>Note: An employee whose leave starts under <u>subsection</u> (6) is still entitled under section 76 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see <u>subsection</u> 76(7)).</p>		
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**“ANNEXURE B”**

	<p><b>[s 72] The period of leave—members of an employee couple who each intend to take leave</b></p> <p><i>Application of this section</i></p> <p>(1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.</p> <p>(2) Each employee must take the leave in a single continuous period.</p> <p>Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p> <p><i>When birth-related leave must start</i></p> <p>(3) If the leave is birth-related leave:</p> <p>(a) one employee’s period of leave must start first, in accordance with the following rules:</p> <ul style="list-style-type: none"><li>(i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;</li><li>(ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and</li></ul> <p>(b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).</p> <p><i>When adoption-related leave must start</i></p> <p>(4) If the leave is adoption-related leave:</p> <p>(a) one employee’s period of leave must start on the day of placement of the child; and</p>		
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**“ANNEXURE B”**

	<p>(b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under section 75 or 76).</p> <p><i>Leave entitlement to take concurrent leave</i></p> <p>(5) If one of the employees takes a period (the first employee’s period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee’s period of leave, if the concurrent leave complies with the following requirements:</p> <p>(a) the concurrent leave must be for a period of 3 weeks or less;</p> <p>(b) unless the employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:</p> <p style="padding-left: 20px;">(i) if the leave is birth-related leave—the date of birth of the child; or</p> <p style="padding-left: 20px;">(ii) if the leave is adoption-related leave—the day of placement of the child;</p> <p>(c) if the employer agrees, the concurrent leave may (subject to paragraph (a)):</p> <p style="padding-left: 20px;">(i) start earlier than is permitted by paragraph (b); or</p> <p style="padding-left: 20px;">(ii) end up to 3 weeks later than is permitted by paragraph (b).</p> <p>(6) Concurrent leave taken by an employee:</p> <p style="padding-left: 20px;">(a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and</p>		
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**“ANNEXURE B”**

	<p>(b) is an exception to the rules about when the employee’s period of unpaid parental leave must start (see subsection (3) or (4)).          Note: The concurrent leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.</p>		
	<p><b>[s 73] Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth</b>  <i>Employer may ask employee to provide a medical certificate</i>          (1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):          (a) a statement of whether the employee is fit for work;          (b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:              (i) illness, or risks, arising out of the employee’s pregnancy; or              (ii) hazards connected with the position.          Note: Personal information given to an employer under this <u>subsection</u> may be regulated under the <i>Privacy Act 1988</i> .   <i>Employer may require employee to take unpaid parental leave</i>          (2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:</p>		



**“ANNEXURE B”**

	<p>(a) the employee does not give the employer the requested certificate within 7 days after the request; or</p> <p>(b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or (c) the following subparagraphs are satisfied:</p> <ul style="list-style-type: none"><li>(i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);</li><li>(ii) section 81 does not apply to the employee.</li></ul> <p>Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and the employee has complied with the notice and evidence requirements of section 74, then the employee is entitled to be transferred to a safe job (see section 81) or to paid no safe job leave (see section 81A).</p> <p><i>When the period of leave must end</i></p> <p>(3) The period of leave must not end later than the earlier of the following:</p> <ul style="list-style-type: none"><li>(a) the end of the pregnancy;</li><li>(b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.</li></ul> <p><i>Special rules about the period of leave</i></p> <p>(4) The period of leave:</p>		
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**“ANNEXURE B”**

	<p>(a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and</p> <p>(b) is an exception to the rules about when the employee’s period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).</p> <p>Note: The period of leave is unpaid parental leave and so comes out of the employee’s entitlement to 12 months of unpaid parental leave under section 70.</p> <p>(5) The employee is not required to comply with section 74 in relation to the period of leave.</p> <p><b>[s 74] Employee must comply with notice and evidence requirements</b></p> <p><i>Notice</i></p> <p>(1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.</p> <p>(2) The employee must give the notice to the employer:</p> <p>(a) at least:</p> <ul style="list-style-type: none"><li>(i) 10 weeks before starting the leave, unless subparagraph (ii) applies; or</li><li>(ii) if the leave is to be taken in separate periods of concurrent leave (see <u>paragraph</u> 72(5)(b)) and the leave is not the first of those periods of concurrent leave--4 weeks before starting the period of concurrent leave;</li></ul> <p>or</p> <p>(b) if that is not practicable--as soon as practicable (which may be a time after the leave has started).</p>		
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**“ANNEXURE B”**

	<p>(3) The notice must specify the intended start and end dates of the leave.</p> <p><i>Confirmation or change of intended start and end dates</i></p> <p>(4) At least 4 weeks before the intended start date specified in the notice given under <u>subsection</u> (1), the employee must:</p> <p>(a) confirm the intended start and end dates of the leave; or</p> <p>(b) advise the employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.</p> <p>(4A) <u>Subsection</u> (4) does not apply to a notice for a period of concurrent leave referred to in subparagraph (2)(a)(ii).</p> <p><i>Evidence</i></p> <p>(5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:</p> <p>(a) if the leave is birth-related leave--of the date of birth, or the expected date of birth, of the child; or</p> <p>(b) if the leave is adoption-related leave:</p> <p>(i) of the day of placement, or the expected day of placement, of the child; and</p> <p>(ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.</p> <p>(6) Without limiting <u>subsection</u> (5), an employer may require the evidence referred to in <u>paragraph</u> (5)(a) to be a medical certificate.</p>		
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**“ANNEXURE B”**

	<p><i>Compliance</i>            (7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section.            Note: Personal information given to an employer under this section may be regulated under the <u>Privacy Act 1988</u> .</p>		
	<p><b>[s 75] Extending period of unpaid parental leave—extending to use more of available parental leave period</b>  <i>Application of this section</i>            (1) This section applies if:            (a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the <b>original leave period</b>); and            (b) the original leave period is less than the employee’s available parental leave period; and            (c) the original leave period has started.             (2) The employee’s <b>available parental leave period</b> is 12 months, less any periods of the following kinds:            (a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);            (b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2);            (c) a period by which the employee’s entitlement to unpaid parental leave is reduced under paragraph 76(6)(c).   <i>First extension by giving notice to employer</i></p>		

**“ANNEXURE B”**

	<p>(3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.</p> <p>(4) Only one extension is permitted under subsection (3).</p> <p><i>Further extensions by agreement with employer</i></p> <p>(5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.</p> <p><i>No entitlement to extension beyond available parental leave period</i></p> <p>(6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee’s available parental leave period.</p> <p><b>[s 76] Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period</b></p> <p><i>Employee may request further period of leave</i></p> <p>(1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period. Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).</p>		
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**“ANNEXURE B”**

	<p><i>Making the request</i> (2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.</p> <p><i>Agreeing to the requested extension</i> (3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.</p> <p>(4) The employer may refuse the request only on reasonable business grounds.</p> <p>(5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.</p> <p><i>Discussion</i> (5A) The employer must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request.</p> <p><i>Special rules for employee couples</i> (6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section: (a) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;</p>		
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**“ANNEXURE B”**

	<p>(b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;</p> <p>(c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.</p> <p><i>No extension beyond 24 months after birth or placement</i></p> <p>(7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.</p> <p><b>[s 77] Reducing period of unpaid parental leave</b></p> <p>If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.</p>		
	<p><b>[s 77A] Pregnancy ends (other than by birth of a living child) or child born alive dies</b></p> <p><i>Application of this section</i></p> <p>(1) This section applies to unpaid parental leave, if:</p> <p>(a) the leave is birth-related leave; and</p> <p>(b) either:</p> <p>(i) the pregnancy ends other than by the child being born alive; or</p> <p>(ii) the child dies after being born.</p>		

**“ANNEXURE B”**

	<p><i>Cancellation of leave</i></p> <p>(2) Before the leave starts:</p> <p>(a) the employee may give the employer written notice cancelling the leave; or</p> <p>(b) the employer may give the employee written notice cancelling the leave.</p> <p>(3) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.</p> <p><i>Return to work</i></p> <p>(4) The employee may give the employer written notice that the employee wishes to return to work:</p> <p>(a) after the start of the period of leave, but before its end; and</p> <p>(b) within 4 weeks after the employer receives the notice.</p> <p>(5)The employer:</p> <p>(a) may give the employee written notice requiring the employee to return to work on a specified day; and</p> <p>(b) must do so if the employee gives the employer written notice under subsection (4); unless the leave has not started and the employer cancels it under subsection (2).</p> <p>(6) The specified day must be after the start of the period of leave, and:</p> <p>(a) if subsection (4) applies—within 4 weeks after the employer receives the notice under that subsection; or</p> <p>(b) otherwise—at least 6 weeks after the notice is given to the employee under subsection (5).</p>		
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**“ANNEXURE B”**

	<p>(7) The employee’s entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.</p> <p><i>Interaction with section 77</i></p> <p>(8) This section does not limit section 77 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).</p>		
	<p><b>[s 78] Employee who ceases to have responsibility for care of child</b></p> <p>(1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.</p> <p>(1A) However, this section does not apply if section 77A applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).</p> <p>(2) The employer may give the employee written notice requiring the employee to return to work on a specified day.</p> <p>(3) The specified day:</p> <p>(a) must be at least 4 weeks after the notice is given to the employee; and</p> <p>(b) if the leave is birth-related leave taken by a female employee who has given birth— must not be earlier than 6 weeks after the date of birth of the child.</p> <p>(4) The employee’s entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.</p>		

**“ANNEXURE B”**

	<p><b>[s 79] Interaction with paid leave</b>          (1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.          Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.</p> <p>(2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.</p> <p>(3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.</p>		
<p>Keeping in touch days</p>	<p><b>[s 79A] Keeping in touch days</b>          (1) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.</p> <p>(2) A day on which the employee performs work for the employer during the period of leave is a <b><i>keeping in touch day</i></b> if:</p>		

**“ANNEXURE B”**

	<p>(a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and</p> <p>(b) both the employee and the employer consent to the employee performing work for the employer on that day; and</p> <p>(c) the day is not within:</p> <ul style="list-style-type: none"><li>(i) if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or</li><li>(ii) otherwise—42 days after the date of birth, or day of placement, of the child; and</li></ul> <p>(d) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.</p> <p><i>The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.</i></p> <p>Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.</p> <p>(3) The employee’s decision whether to give the consent mentioned in paragraph (2)(b) is taken, for the purposes of section 344 (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.</p>		
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**“ANNEXURE B”**

	<p>(4) For the purposes of paragraph (2)(d), treat as 2 separate periods of unpaid parental leave:</p> <p>(a) a period of unpaid parental leave taken during the employee’s available parental leave period; and</p> <p>(b) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.</p> <p><b>[s 79B] Unpaid parental leave not extended by paid leave or keeping in touch days</b></p> <p>If, during a period of unpaid parental leave, an employee:</p> <p>(a) takes paid leave; or</p> <p>(b) performs work for his or her employer on a keeping in touch day;</p> <p>taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.</p>		
<p>Unpaid special maternity leave</p>	<p><b>[s 80] Unpaid special maternity leave</b></p> <p><i>Entitlement to unpaid special maternity leave</i></p> <p>(1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:</p> <p>(a) she has a pregnancy-related illness; or</p> <p>(b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.</p> <p><i>Notice and evidence</i></p> <p>(2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.</p>		

**“ANNEXURE B”**

	<p>(3) The notice:          (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and          (b) must advise the employer of the period, or expected period, of the leave.</p> <p>(4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).</p> <p>(5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.</p> <p>(6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).</p>		
<p>Transfer to a safe job</p>	<p><b>[s 81] Transfer to a safe job</b>          (1) This section applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the <b>risk period</b>) because of:          (a) illness, or risks, arising out of her pregnancy; or          (b) hazards connected with that position.</p> <p>(2) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period,</p>		

**“ANNEXURE B”**

	<p>with no other change to the employee's terms and conditions of employment.</p> <p>(3) An <b>appropriate safe job</b> is a safe job that has:</p> <p>(a) the same ordinary hours of work as the employee's present position; or</p> <p>(b) a different number of ordinary hours agreed to by the employee.</p> <p>(4) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.</p> <p>(5) If the employee's pregnancy ends before the end of the risk period, the <b>risk period</b> ends when the pregnancy ends.</p> <p>(6) Without limiting subsection (1), an employer may require the evidence to be a medical certificate.</p> <p><b>[s 81A] Paid no safe job leave</b></p> <p>(1) If:</p> <p>(a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and</p> <p>(b) the employee is entitled to unpaid parental leave; and</p> <p>(c) the employee has complied with the notice and evidence requirements of section 74 for taking unpaid parental leave; then the employee is entitled to paid no safe job leave for the risk period.</p> <p>(2) If the employee takes paid no safe job leave for the risk period, the employer must</p>		
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**“ANNEXURE B”**

	<p>pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the risk period.</p> <p><b>[s 82] Employee on paid no safe job leave may be asked to provide a further medical certificate</b> <i>Employer may ask employee to provide a medical certificate</i></p> <p>(1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.</p> <p><i>Employer may require employee to take unpaid parental leave</i></p> <p>(2) The employer may require the employee to take a period of unpaid parental leave (the <b>period of leave</b>) as soon as practicable if:</p> <p>(a) the employee does not give the employer the requested certificate within 7 days after the request; or</p> <p>(b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.</p> <p><i>Entitlement to paid no safe job leave ends</i></p> <p>(3) When the period of leave starts, the employee’s entitlement to paid no safe job leave ends.</p> <p>(4) Subsections 73(3), (4) and (5) apply to the period of leave.</p>		
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**“ANNEXURE B”**

	<p><b>[s 82A] Unpaid no safe job leave</b>  (1) If:  (a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and  (b) the employee is not entitled to unpaid parental leave; and  (c) if required by the employer—the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy;  then the employee is entitled to unpaid no safe job leave for the risk period.</p> <p>(2) Without limiting subsection (1), an employer may require the evidence referred to in paragraph (1)(c) to be a medical certificate.</p>		
<p>Consultation with employee on unpaid parental leave</p>	<p><b>[s 83] Consultation with employee on unpaid parental leave</b>  (1) If:  (a) an employee is on unpaid parental leave; and  (b) the employee’s employer makes a decision that will have a significant effect on the status, pay or location of the employee’s pre-parental leave position;  the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.</p> <p>(2) The employee’s <b><i>pre-parental leave position</i></b> is:  (a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or</p>		



**“ANNEXURE B”**

	<p>(b) if, before starting the unpaid parental leave, the employee:</p> <ul style="list-style-type: none"> <li>(i) was transferred to a safe job because of her pregnancy; or</li> <li>(ii) reduced her working hours due to her pregnancy;</li> </ul> <p>the position the employee held immediately before that transfer or reduction.</p>		
<p>Return to work guarantee &amp; Replacement employees</p>	<p><b>[s 84] Return to work guarantee</b>          On ending unpaid parental leave, an employee is entitled to return to:</p> <ul style="list-style-type: none"> <li>(a) the employee’s pre-parental leave position; or</li> <li>(b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.</li> </ul> <p><b>[s 84A] Replacement employees</b>          Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:</p> <ul style="list-style-type: none"> <li>(a) that the engagement to perform that work is temporary; and</li> <li>(b) of the rights:             <ul style="list-style-type: none"> <li>(i) the employer; and</li> <li>(ii) the employee taking unpaid parental leave;</li> </ul> </li> </ul> <p>have under subsections 77A(2) and (3) (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and</p> <ul style="list-style-type: none"> <li>(c) of the rights the employee taking unpaid parental leave has under:             <ul style="list-style-type: none"> <li>(i) subsections 77A(4) to (6) (which provide a right to end the leave early if</li> </ul> </li> </ul>		

**“ANNEXURE B”**

	<p>the pregnancy ends other than by the birth of a living child or if the child dies after birth); and  (ii) section 84 (which deals with the return to work guarantee); and  (d) of the effect of section 78 (which provides the employer with a right to require the employee taking unpaid parental leave to return to work if the employee ceases to have any responsibility for the care of the child).</p>		
<p>Unpaid pre-adoption leave</p>	<p><b>[s 85] Unpaid pre-adoption leave</b>  <i>Entitlement to unpaid pre-adoption leave</i>  (1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee’s adoption of a child.   (2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:  (a)the employee could instead take some other form of leave; and  (b)the employer directs the employee to take that other form of leave.   (3)An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:  (a)a single continuous period of up to 2 days; or  (b)any separate periods to which the employee and the employer agree.   <i>Notice and evidence</i>  (4)An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.</p>		

**“ANNEXURE B”**

	<p>(5)The notice:          (a)must be given to the employer as soon as practicable (which may be a time after the leave has started); and          (b)must advise the employer of the period, or expected period, of the leave.</p> <p>(6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).</p> <p>(7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).</p>		
<p>Long service leave</p>	<p><b>[s 113] Entitlement to long service leave</b>  <i>Entitlement in accordance with applicable award-derived long service leave terms</i></p> <p>(1) If there are applicable award-derived long service leave terms (see subsection (3)) in relation to an employee, the employee is entitled to long service leave in accordance with those terms.</p> <p>(2) However, subsection (1) does not apply if:          (a) a workplace agreement, or an AWA, that came into operation before the commencement of this Part applies to the employee; or          (b) one of the following kinds of instrument that came into operation before the commencement of this Part applies to the employee and expressly deals with long service leave:</p>	<p>36 Long Service Leave</p> <p>36.1. Employees are entitled to long service leave in accordance with the provisions of the relevant State or Federal legislation that covers minimum long service leave entitlements in the State or Territory where employment is based.</p> <p>36.2. Cashing in long service leave          An Employee in the Australian Capital Territory who has been employed by the Employer for no less than 7 years may apply in writing to cash in their long service leave entitlement (or part thereof) in exchange for payment. The Employer may, in its discretion, grant this application.</p>	<p align="center"><b>Neutral</b></p>

“ANNEXURE B”

	<p>(i) an enterprise agreement; (ii) a preserved State agreement; (iii) a workplace determination; (iv) a pre-reform certified agreement; (v) a pre-reform AWA; (vi) a section 170MX award; (vii) an old IR agreement.</p> <p><b>(3) <i>Applicable award-derived long service leave terms</i></b>, in relation to an employee, are: (a) terms of an award, or a State reference transitional award, that (disregarding the effect of any instrument of a kind referred to in subsection (2)):     (i) would have applied to the employee at the test time (see subsection (3A)) if the employee had, at that time, been in his or her current circumstances of employment; and     (ii) would have entitled the employee to long service leave; and (b) any terms of the award, or the State reference transitional award, that are ancillary or incidental to the terms referred to in paragraph (a).</p> <p>(3A) For the purpose of subparagraph (3)(a)(i), the test time is: (a) immediately before the commencement of this Part; or (b) if the employee is a Division 2B State reference employee (as defined in Schedule 2 to the Transitional Act)— immediately before the Division 2B referral commencement (as defined in that Schedule).</p> <p><i>Entitlement in accordance with applicable agreement-derived long service leave terms</i></p>		
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“ANNEXURE B”

	<p>(4) If there are applicable agreement-derived long service leave terms (see subsection (5)) in relation to an employee, the employee is entitled to long service leave in accordance with those terms.</p> <p>(5) There are <b><i>applicable agreement-derived long service leave terms</i></b>, in relation to an employee if:</p> <ul style="list-style-type: none"><li>(a) an order under subsection (6) is in operation in relation to terms of an instrument; and</li><li>(b) those terms of the instrument would have applied to the employee immediately before the commencement of this Part if the employee had, at that time, been in his or her current circumstances of employment; and</li><li>(c) there are no applicable award-derived long service leave terms in relation to the employee.</li></ul> <p>(6) If the FWC is satisfied that:</p> <ul style="list-style-type: none"><li>(a) any of the following instruments that was in operation immediately before the commencement of this Part contained terms entitling employees to long service leave:<ul style="list-style-type: none"><li>(i) an enterprise agreement;</li><li>(ii) a collective agreement;</li><li>(iii) a pre-reform certified agreement;</li><li>(iv) an old IR agreement; and</li></ul></li><li>(b) those terms constituted a long service leave scheme that was applying in more than one State or Territory; and</li><li>(c) the scheme, considered on an overall basis, is no less beneficial to the employees than the long service leave entitlements that would otherwise apply in relation to the employees under State and Territory laws;</li></ul>		
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“ANNEXURE B”

	<p>the FWC may, on application by, or on behalf of, a person to whom the instrument applies, make an order that those terms of the instrument (and any terms that are ancillary or incidental to those terms) are applicable agreement-derived long service leave terms.</p> <p><i>References to instruments</i></p> <p>(7) References in this section to a kind of instrument (other than an enterprise agreement) are references to a transitional instrument of that kind, as continued in existence by Schedule 3 to the Transitional Act.</p> <p><b>[s 113A] Enterprise agreements may contain terms discounting service under prior agreements etc. in certain circumstances</b></p> <p>(1) This section applies if:</p> <p>(a) an instrument (the <b>first instrument</b>) of one of the following kinds that came into operation before the commencement of this Part applies to an employee on or after the commencement of this Part:</p> <ul style="list-style-type: none"><li>(i) an enterprise agreement;</li><li>(ii) a workplace agreement;</li><li>(iii) a workplace determination;</li><li>(iv) a preserved State agreement;</li><li>(v) an AWA;</li><li>(vi) a pre-reform certified agreement;</li><li>(vii) a pre-reform AWA;</li><li>(viii) an old IR agreement;</li><li>(ix) a section 170MX award; and</li></ul> <p>(b) the instrument states that the employee is not entitled to long service leave; and</p> <p>(c) the instrument ceases, for whatever reason, to apply to the employee; and</p>		
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**“ANNEXURE B”**

	<p>(d) immediately after the first instrument ceases to apply, an enterprise agreement (the <b>replacement agreement</b>) starts to apply to the employee.</p> <p>(2) The replacement agreement may include terms to the effect that an employee’s service with the employer during a specified period (the <b>excluded period</b>) (being some or all of the period when the first instrument applied to the employee) does not count as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled, under this Division or under a law of a State or Territory.</p> <p>(3) If the replacement agreement includes terms as permitted by subsection (2), the excluded period does not count, and never again counts, as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled, under this Division or under a law of a State or Territory, unless a later agreement provides otherwise. This subsection has effect despite sections 27 and 29.</p> <p>(4) References in this section to a kind of instrument (other than an enterprise agreement) are references to a transitional instrument of that kind, as continued in existence by Schedule 3 to the Transitional Act.</p>		
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**“ANNEXURE B”**

<p>Fair Work Information Statement</p>	<p><b>[s 124] Fair Work Ombudsman to prepare and publish Fair Work Information Statement</b>          (1) The Fair Work Ombudsman must prepare a <b>Fair Work Information Statement</b>. The Fair Work Ombudsman must publish the Statement in the <i>Gazette</i>.</p> <p>Note: If the Fair Work Ombudsman changes the Statement, the Fair Work Ombudsman must publish the new version of the Statement in the <i>Gazette</i> .</p> <p>(2) The Statement must contain information about the following:          (a) the National Employment Standards;          (b) modern awards;          (c) agreement-making under this Act;          (d) the right to freedom of association;          (e) the role of the FWC and the Fair Work Ombudsman;          (f) termination of employment;          (g) individual flexibility arrangements;          (h) right of entry (including the protection of personal information by privacy laws).</p> <p>(3) The Fair Work Information Statement is not a legislative instrument.</p> <p>(4) The regulations may prescribe other matters relating to the content or form of the Statement, or the manner in which employers may give the Statement to employees.</p> <p><b>[s 125] Giving new employees the Fair Work Information Statement</b>          (1) An employer must give each employee the Fair Work Information Statement before,</p>	<p>9 Fair Work Information Statement</p> <p>An Employer must give to each new Employee the Fair Work Information Statement before, or as soon as practicable after, the Employee starts employment.</p>	<p align="center">Neutral</p>
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**“ANNEXURE B”**

	<p>or as soon as practicable after, the employee starts employment.</p> <p>(2) Subsection (1) does not require the employer to give the employee the Statement more than once in any 12 months.</p> <p>Note: This is relevant if the employer employs the employee more than once in the 12 months.</p>		
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