



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/217)

BANKING, FINANCE AND INSURANCE AWARD 2010

[MA000019]

Banking finance and insurance industry

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards –Banking, Finance and Insurance Award 2010 – modern award varied.

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

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

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

PRESIDENT

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Banking, Finance and Insurance Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

banking, finance and insurance industry has the meaning given in clause 4.2

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

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

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

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

minimum hourly rate means the minimum weekly rate prescribed in clause 15—Minimum rates divided by 38 and rounded to the nearest cent

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

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

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

standard rate means the minimum weekly rate for a Level 2 employee in clause 15.1

3. The National Employment Standards and this award

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

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

4. Coverage

- 4.1 This industry award covers employers throughout Australia who are engaged in the banking, finance and insurance industry in respect of work by their employees in a classification in this award and those employees to the exclusion of any other modern award.
- 4.2 **Banking, finance and insurance industry** means the industries of banking, lending, loaning, providing credit, investment, finance, superannuation, all forms of insurance, credit unions, building societies, financial intermediaries, trustee creditors and agencies, money market dealers, credit or charge card institutions, wool broking, agribusiness and services to the above industries such as broking, trading, debt recovery, financial consulting, valuation, money changing, data processing, transaction accounts, telephone enquiries and transaction processing.
- 4.3 This award does not cover contract call centres covered by the *Contract Call Centres Award 20XX*.
- 4.4 This award does not cover:
- (a) an employee excluded from award coverage by the [Act](#);
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5 This award covers any employer which supplies labour on an on-hire basis in the banking, finance and insurance industries 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 those industries. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award covers employers which provide group training services for trainees engaged in the banking, finance and insurance industries and/or parts of the industry 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. Clause 4.6 operates subject to the exclusions from coverage in this award

4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and

- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

5.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

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

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

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

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

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions

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

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

Clause	Provision	Agreement between an employer and:
13.3	Span of hours—suitable transport	An individual
13.5(a)	Make up time—establishment	The majority of employees
13.6	Rostered day off—establishment	The majority of employees
13.7(e)	Shiftwork—meal breaks	An individual
14.1(b)	Meal breaks	An individual
16	Payment of wages—monthly	An individual
20.4(b)	Overtime and penalty rates—meal breaks	An individual
20.5	Time off instead of payment for overtime	An individual
22.4	Annual leave in advance	An individual
22.9	Cashing out of annual leave	An individual
27	Public holidays—substitution	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee:

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

10.2 For each ordinary hour worked, a part-time employee will be paid no less than the minimum hourly rate of pay for the relevant classification in clause 15—Minimum rates.

10.3 An employer must inform a part-time employee of their ordinary hours of work and starting and finishing times. All time worked at the direction of the employer in excess of these hours will be paid at the appropriate overtime rate in accordance with clause 20.1.

11. Casual employees

11.1 A casual employee is engaged and paid as a casual employee.

- (a) A casual employee's ordinary hours of work are the lesser of:
 - (i) an average of 38 hours per week; or
 - (ii) the hours required to be worked by the employer.

11.2 Casual loading

- (a) For each hour worked, a casual employee will be paid:
 - (i) the minimum hourly rate; and
 - (ii) a casual loading of 25%;for their classification in clause 15—Minimum rates.
- (b) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

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

11.4 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.4, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and

- (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.4.
- (o) Nothing in clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.4 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.4 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4(q).

12. Classifications

The classification structure and definitions under this award are set out Schedule A—Classification Definitions.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 Span of hours

- (a) Ordinary hours are worked between 7.00 am to 7.00 pm Monday to Friday, and 8.00 am to 12 noon Saturday.
- (b) On not more than one night per week from Monday to Friday, which must be specified in advance by the employer, the span of ordinary hours may be worked up to 9.00 pm.

13.2 Ordinary hours of work exclusive of meal breaks will be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle of one week;

- (b) 76 hours within a work cycle of 2 weeks;
- (c) 114 hours within a work cycle of 3 weeks; or
- (d) 152 hours within a work cycle of 4 weeks.

Week means any 5 consecutive days to be worked Monday to Friday, or 5 and a half consecutive days, Monday to Saturday.

13.3 When an employee is asked to work beyond their normal scheduled finishing time and where the usual means of transport is either unavailable, impracticable or unsafe, the employer will arrange suitable transport for the employee between the place of work and the employee's place of residence. An employee may, with the agreement of the employer, choose to use their own motor vehicle in which case they must be reimbursed in accordance with clause 18.4(b) of this award.

13.4 Starting and finishing times within the span of hours may be staggered by the employer to improve operational efficiency.

13.5 Make-up time

- (a) Notwithstanding provisions elsewhere in this award, the employer and the majority of employees in a section or sections of the employer's business may agree to establish a system of make-up time.
- (b) An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.
- (c) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.
- (d) Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with clause 13.5, its terms must be set out in the time and wages records kept pursuant to relevant regulations.
- (e) The employer will record make-up time arrangements in the time and wages book each time this provision is used.

13.6 Rostered days off

Notwithstanding provisions elsewhere in this award, the employer and the majority of employees at an enterprise may agree to establish a system of rostered days off to provide that:

- (a) an employee may elect, with the consent of the employer, to take a rostered day off at any time;
- (b) an employee may elect with the consent of the employer, to take rostered days off in part day amounts;
- (c) an employee may elect, with the consent of an employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by an employer, or subject to reasonable notice by the employee or the employer;

- (d) once a decision has been taken to introduce an enterprise system of rostered days off flexibility, in accordance with clause 13.6, its terms must be set out in the time and wages records kept pursuant to relevant regulations; and
- (e) the employer will record rostered days off arrangements in the time and wages book at each time this provision is used.

13.7 Shiftwork

Shiftwork may be worked on the following basis.

- (a) The following definitions will apply in relation to clause 13.7:
 - (i) **shiftworker** means an employee whose ordinary hours of work are worked in accordance with the shifts defined in clauses 13.7(a)(ii), (iii), and (iv) on Monday to Friday, or on Saturday 8.00 am to 12.00 pm;
 - (ii) **afternoon shift** means any shift finishing between 6.00 pm and midnight;
 - (iii) **early morning shift** means any shift commencing between 4.00 am and 7.00 am; and
 - (iv) **night shift** means any shift finishing between midnight and 8.00 am.
- (b) Employees who, in accordance with clause 13, work ordinary hours up to 9.00 pm on any one night between Monday to Friday inclusive, will not be considered shiftworkers for the purposes of this award.
- (c) **Casual and part-time shiftworkers**
 - (i) Casual and part-time shiftworkers will receive the loadings prescribed in clause 13.7(d).
 - (ii) Casual and part-time employees who are employed between 7.00 am and 7.00 pm (and up to 9.00 pm on any one night between Monday to Friday inclusive) in accordance with clause 13, will not be considered shiftworkers for the purposes of this award.
- (d) **Shiftwork penalties**

The following shiftwork penalties will apply in relation to the working of shiftwork on Monday to Friday and on Saturday between 8.00 am and 12.00 pm:

	% of minimum hourly rate
Early morning shift	112.5
Afternoon shift ¹	120
Night shift ¹	125
¹ Employees who permanently work afternoon or night shift or a combination thereof will be paid an additional 5% loading	

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including shiftwork rates

(e) Paid meal breaks for shiftworkers

- (i)** Meal breaks will be of 20 minutes' duration and paid as if worked.
- (ii)** An employee will not be called upon to work in excess of 5 hours without a meal break except where the daily hours to be worked are 6 hours or less, and the employee applies to work for that extended period without such break and the employer agrees.
- (iii)** In emergency circumstances a meal break may be deferred by mutual agreement.
- (iv)** An employer may implement such measures as deemed necessary to enable continuity of operations during shift changeovers.
- (f)** No employee under 18 years of age will be employed on shiftwork except with the written consent of the employee's parent/guardian.
- (g) Transport of employees on shiftwork**

Arrangements for transport for employees finishing or commencing a shift between the hours of 8.00 pm to 6.00 am are to be satisfactorily established by the employer concerned, taking into account the requirements of the particular location, and having regard to any special circumstances.

(h) Daylight saving

For work performed on a shift that spans the time when daylight saving begins or ends, as prescribed by relevant state or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

14. Breaks

14.1 Meal breaks

- (a)** Meal breaks will be no less than 30 minutes, as determined by the employer.
- (b)** An employee will not be called upon to work in excess of 5 hours without a meal break. Where the daily hours to be worked are 6 hours or less an employee may apply to work the 6 hours without a break for a meal by agreement with the employer.
- (c)** In emergency circumstances a meal break may be deferred by mutual agreement.

14.2 Unpaid rest breaks

All employees will be allowed a rest break or breaks during a working day at a time or times and in a manner agreed between the employer and employee. If no agreement is reached the rest break will be determined by the employer.

14.3 Meal breaks for shiftworkers are provided for in clause 13.7(e).

14.4 Meal breaks for employees working overtime are provided for in clause 20.4.

Part 4—Wages and Allowances

15. Minimum rates

15.1 Adult employees

(a) An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee for their classification:

Employee classification	Minimum annual rate (full-time employees)	Minimum weekly rate (full-time employees)	Minimum hourly rate
	\$	\$	\$
Level 1	40,955	787.60	20.73
Level 2	44,850	862.50	22.70
Level 3	47,372	911.00	23.97
Level 4	49,748	956.70	25.18
Level 5	51,766	995.50	26.20
Level 6	57,980	1115.00	29.34

(b) The minimum annual rate is calculated by multiplying the weekly rate by 52 and rounding to the nearest dollar.

(c) The minimum hourly rate is calculated by dividing the minimum weekly rate by 38 and rounding to the nearest cent.

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

15.2 Junior employees

Where the law permits junior employees to perform work in the banking, finance and insurance industry, the junior employee will be entitled to the percentage of the applicable adult weekly rate (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below:

Age	Percentage of adult rate %
16 years or less	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

15.3 Supported wage system

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

15.4 National Training Wage

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Banking, Finance and Insurance Award 2010* and not the *Miscellaneous Award 2010*.

16. Payment of wages

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

16.1 Employees must be paid their salaries weekly or fortnightly as determined by the employer or monthly if mutually agreed. Where payment is made monthly it must be on the basis of 2 weeks in advance and 2 weeks in arrears.

16.2 Wages must be paid either by cash, cheque or electronic funds transfer, the method of which will be determined by the employer.

16.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under 16.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued

long service leave on the day on which the employee's employment terminates or shortly after.

17. Annualised salaries

17.1 Annual salary instead of award provisions

- (a) The employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:
 - (i) clause 15—Minimum;
 - (ii) clause 18—Allowances;
 - (iii) clause 20—Overtime; and
 - (iv) clause 22.3—Annual leave loading.
- (b) Where an annual salary is paid, the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.

17.2 Annual salary not to disadvantage employees

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

17.3 Base rate of pay for employees on annual salary arrangements

For the purposes of the [NES](#), the base rate of pay of an employee receiving an annual salary under clause 17.3 comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 15—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

18. Allowances

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

- 18.1** Employers must pay to an employee the allowances the employee is entitled to under clause 18. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.
- 18.2** Where an employee is paid by the hour, the allowance will be 1/38th of the weekly allowance.

18.3 Wage-related allowances

(a) First aid allowance

Where an employer is required by legislation to appoint an accredited first aid officer to perform first aid duties, an employee appointed as a first aid officer must be paid **\$15.87** per week for full-time employees and a pro rata amount for part-time employees.

(b) Stand-by and call-back allowances

(i) An employee required to be available by roster for stand-by to perform work outside their ordinary working hours must be paid a stand-by payment at the following rate:

Days	\$ per day rostered on stand-by
Monday to Friday inclusive	18.29
Saturdays, Sundays and public holidays	37.35

(ii) Any employee who formally is rostered to stand by and is recalled to work must be paid in accordance with clause 20—Overtime, with a minimum payment of 2 hours.

(iii) For the purposes of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route must be included.

(iv) Where an employee provides their own car, and uses it in connection with the employer's business in the above circumstances, they must be paid an allowance as provided by clause 18.4(b)(iv). Payment will be calculated on a home to home basis.

(v) Where the employee uses public transport, the fare will be reimbursed.

(vi) Where an employee, with the approval of the employer, uses a taxi, the fare will be reimbursed.

(vii) While rostered on stand-by duty, an employee must be reimbursed for all business calls.

(viii) An employee who is not formally rostered to stand by but is recalled to work must be paid in accordance with the provision of clause 20—Overtime and must be entitled to a minimum payment of 2 hours at the appropriate overtime rate. The duration of the call-out will be assessed as in clause 18.3(b)(ii).

(c) Higher duties allowance

Where an employee is required by the employer to relieve in a job which is at a level higher than the job the employee usually works for a period of more than 4 consecutive working days, the employee must be paid at least the minimum salary prescribed in this award for the higher job level.

18.4 Expense-related allowances

(a) Meal allowance

Where an employee is required to work one and a half hours of overtime, and the overtime extends beyond 6.00 pm, the employee must be paid a meal allowance of **\$17.00**, or be provided with a suitable meal. An additional allowance of **\$13.98** must be paid if the overtime exceeds 5 and a half hours.

(b) Travelling expenses

(i) When an employee, in the course of their duty, is required to travel to any place away from their usual place of employment they must be paid all reasonable expenses actually incurred.

(ii) When an employee, in the course of their duty, is required to travel to any place away from their usual place of employment outside ordinary working hours, they must be paid:

- all reasonable expenses actually incurred; and
- payment at half the ordinary rate for the travelling time that exceeds normal travel time between home and work.

No extra payment is payable when an employee is being paid overtime for the time spent travelling.

(iii) Motor vehicle allowance

Any employee required to provide a motor vehicle as a condition of their employment must be paid an allowance of:

	Per week \$
For a vehicle 1500 cc and under	101.86
For a vehicle over 1500 cc	125.65

(iv) Where an employer approves the use by any other employee of a private motor vehicle on a casual or incidental basis, they must be paid an allowance of **\$0.78** per kilometre travelled.

(v) Where an employer provides a vehicle they must pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses but may deduct from an employee's salary a contribution towards running costs with respect to private use.

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

19. Superannuation

19.1 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, the superannuation fund nominated in the award covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

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

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b) to one of the following superannuation funds or its successor:

- (a) CareSuper;
- (b) AustralianSuper;
- (c) Sunsuper;
- (d) HESTA;
- (e) Statewide Superannuation;
- (f) Tasplan;
- (g) NGS Super;
- (h) MTAA Superannuation Fund;

- (i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (j) a superannuation fund or scheme which the employee is a defined benefit member of.

19.5 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 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b):

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

Part 5—Overtime and Penalty Rates

20. Overtime

20.1 Payment for overtime

All time worked at the direction of the employer outside ordinary hours of work prescribed by this award, will be paid for at the rate of:

		% of minimum hourly rate
Monday - Saturday outside ordinary hours of work in clause 13.1	First 3 hours	150
	After 3 hours	200
Saturday - outside employee’s weekly hours		200
Sunday		200

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

20.2 In computing overtime each day’s work will stand alone.

20.3 An employer may require any employee to work reasonable overtime at overtime rates and such employee will work overtime in accordance with such requirement.

20.4 Overtime breaks

- (a) An employee working overtime will be allowed a 20 minute paid rest break once the employee has worked 5 hours since the last rest break.
- (b) Meal breaks may be extended by mutual agreement to a period not exceeding one hour provided that any time taken in excess of the paid break determined by clause 20.4 will be unpaid.

20.5 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.5.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 20.5(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.5 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.

- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.5 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.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.5(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.5 will apply, including the requirement for separate written agreements under clause 20.5(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.5.

20.6 Rest period after working overtime

(a) Length of the rest period

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

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

- (i) The following conditions apply to an employee (other than a casual employee) who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's work on one day and the start of the employee's work on the next day:
 - the employee must be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty, and

- there will be no loss of pay for ordinary hours of work time which occur during this absence.
- (ii) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 20.6(b)(i):
- the employee must be paid at **200%** of the minimum hourly rate until the employee is released from duty;
 - the employee is then entitled to be absent for 10 consecutive hours; and
 - there will be no loss of pay for ordinary hours of work time which occur during this absence.
- (c) The provisions of clause 20.6 apply in the case of shiftworkers as if 8 hours were substituted for 10 hours when overtime is worked:
- (i) for the purposes of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) Overtime worked in the circumstances specified in clause 18.3(b) will not be regarded as overtime for the purposes of clause 20.6 when the actual time worked is less than 2 hours on such recall or on each of such recalls.

21. Penalty rates

21.1 Penalties for working on a public holiday are provided for in clause 27.2.

21.2 Shiftwork penalties are provided for in clause 13.7(d).

Part 6—Leave and Public Holidays

22. Annual leave

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

22.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the [NES](#), a **shiftworker** is a 7 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 7 days a week.

22.3 Annual leave loading

- (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 15—Minimum rates. Annual leave loading payment is payable on leave accrued.

(b) The loading is as follows:

(i) **Day work**

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.

(ii) **Shiftwork**

Employees who would have worked on shiftwork had they not been on leave—**17.5%** or the shift loadings and relevant weekend penalty rates, whichever is the greater but not both.

22.4 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 22.4 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 22.4 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 22.4, 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.

22.5 Close-down

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

22.6 Excessive leave accruals: general provision

NOTE: Clauses 22.6 to 22.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 22.7(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 22.7(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 22.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 22.7(d) may result in the direction ceasing to have effect. See clause 22.7(b)(i).

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

22.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under 22.8(a) if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 22.7(a) that, when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 22.8(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 22.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 22.8(a).

22.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.9 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.9.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.9.

NOTE 3: An example of the type of agreement required by clause 22.9 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

23. Parental leave and related entitlements

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

24. Personal/carer's leave and compassionate leave

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

25. Community service leave

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

26. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

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

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

27. Public holidays

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

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

- 27.3** 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](#).
- 27.4** Work on a public holiday or a substituted day must be paid at **250%** of the minimum hourly rate. Where both a public holiday and substitute day are worked, public holiday penalties are payable on one of those days at the election of the employee. An employee required to work on a public holiday is entitled to not less than 4 hours' pay at the rates prescribed by clause 27.2, provided the employee is available to work for 4 hours.

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

Part 7—Consultation and Dispute Resolution

28. Consultation about major workplace change

- 28.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 28.2** For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 28.3** Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 28.4** 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 28.1(b).
- 28.5** In clause 28 **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.

28.6 Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

29. Consultation about changes to rosters or hours of work

29.1 Clause 29 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.

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

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

- (a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

29.4 The employer must consider any views given under clause 29.3(b).

29.5 Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

30. Dispute resolution

30.1 Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

30.2 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.

30.3 If the dispute is not resolved through discussion as mentioned in clause 30.2, 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.

- 30.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5 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.
- 30.6 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.
- 30.7 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 30.
- 30.8 While procedures are being followed under clause 30 in relation to a dispute:
 - (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 30.9 Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

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

31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	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

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

- (c) In clause 31.1 **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 31.1, then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 31.1, then no deduction can be made under clause 31.1(d).
- (f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.

31.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

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

32.1 Transfer to lower paid duties on redundancy

- (a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).
- (c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, 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.

32.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

32.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 31.2.

Schedule A—Classification Definitions

A.1 Level 1

A Level 1 position is one in which employees work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.

Typical activities and skills may include but are not limited to:

- applying basic office procedures;
- operating office equipment;
- receiving, sorting, distributing and filing correspondence and documents;
- performing basic manual or technical duties;
- performing defined data entry/inquiry tasks; and/or
- answering enquiries using a general knowledge of the employer's services.

Indicative job list—office trainee, filing clerk, mail sorting clerk, switchboard operator, assistant receptionist, messenger, yardhand, canteen worker, cleaner, deposit officer, scanning officer.

A.2 Level 2

A Level 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Level 1.

Level 2 employees are responsible for their own work which is performed within established routines, methods and procedures.

Typical activities and skills may include but are not limited to:

- processing of standard documentation;
- undertaking cashiering functions;
- answering enquiries from members and external parties using a detailed knowledge of specific business activities;
- drafting correspondence appropriate to job function;
- organising own work schedule; and/or
- providing information/assistance to other staff members.

Indicative job list—telemarketer, sales and service trainee, data processing officer, teller/customer service representative with less than 12 months experience, entry level claims officer.

A.3 Level 3

A Level 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Level 2.

The position encompasses limited discretion in achieving task outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines.

Those employed at this level are responsible and accountable for their own work, and may be expected to provide direction to other staff.

Typical activities and skills may include but are not limited to:

- undertaking of projects;
- preparing reports and recommendations within their own job function;
- drafting of routine correspondence;
- administering/maintaining staff records; and/or
- delivery and/or co-ordination of learning and development activities.

Indicative job list—receptionist, loans processing officer, helpdesk operator, credit analyst, card services operator, contact centre officer, payroll clerk, teller or sales representative with at least 12 months' experience, insurance clerk, case manager, account manager, technical officer, statistical clerk.

A.4 Level 4

A Level 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Level 3. Those employed at this level are responsible for their own work and any employees under their control.

Positions at this level require the application of relevant specialist knowledge and experience.

Those employed at this level are required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.

Typical activities and skills may include but are not limited to:

- managing and maintaining service standards;
- overseeing day-to-day operations of functional areas of responsibilities;
- implementing and maintaining effective controls;
- initiating disciplinary processes;
- assisting with the recruitment and selection of staff; and/or
- preparing of reports.

Indicative job list—human resource officer, learning and development officer, compliance officer, personal assistant, assistant accountant, accounts officer, claims officer, assistant underwriter, customer relationship manager, settlement officer, collections officer, lending officer, administrative officer, personal lending relationship officer, personal banker, customer service specialist agency officer, branch services officer, senior case manager, entry level team leader, senior technical officer.

A.5 Level 5

A Level 5 position is one in which tasks, service requirements and supervisory functions are performed using a more extensive range of skills and knowledge at a higher level than required at Level 4.

The position may be:

- (a) a specialised role, possibly supported by one or 2 junior staff members, requiring formal qualifications and/or specialised vocational training; and/or
- (b) a managerial role (managing 5–10 people) responsible for the operation of part or parts of the employer’s business.

Those employed at this level exercise considerable discretion and/or are responsible for operational planning.

Indicative job list—human resources consultant, senior learning and development officer, accountant, senior claims officer, analyst programmer, fraud investigator, call centre team leader, credit controller, administration manager, underwriter, sales manager, customer service team leader, assessor, loss control officer, business analyst, assistant branch manager, personal lending specialist, team leader.

A.6 Level 6

A Level 6 position typically performs a middle managerial role primarily to control the conduct of a part of the employer’s business and in which decisions are regularly made and responsibility accepted on matters relating to the administration and conduct of the part of the business. Those responsible for managing more than 10 people must be classified at this level provided that this level 6 classification does not cover classes of employees:

- (a) who, because of the nature or seniority of their role, were not traditionally covered at all by awards; or
- (b) who perform work that is not of a similar nature to work that has previously been regulated at all by awards.

Indicative job list—branch manager, human resources or fraudulent relations manager, financial planner, information technology specialist, relationship manager, senior analyst, subject matter manager, divisional manager.

Schedule B—Summary of Hourly Rates of Pay

B.1 Adult full-time and part-time employees

B.1.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates

Employee classification	Ordinary hours	Public holiday
	% of minimum hourly rate	
	100%	250%
	\$	\$
Level 1	20.73	51.83
Level 2	22.70	56.75
Level 3	23.97	59.93
Level 4	25.18	62.95
Level 5	26.20	65.50
Level 6	29.34	73.35

B.1.2 Full-time and part-time employees other than shiftworkers—overtime rates

Employee classification	Monday - Saturday		Saturday	Sunday	Public holiday
	First 3 hours	After 3 hours	Work outside employee's weekly hours		
	% of minimum hourly rate				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 1	31.10	41.46	41.46	41.46	51.83
Level 2	34.05	45.40	45.40	45.40	56.75
Level 3	35.96	47.94	47.94	47.94	59.93
Level 4	37.77	50.36	50.36	50.36	62.95
Level 5	39.30	52.40	52.40	52.40	65.50
Level 6	44.01	58.68	58.68	58.68	73.35

B.2 Adult full-time and part-time shiftworkers

B.2.1 Full-time and part-time shiftworkers—ordinary hours and shift penalties

Employee classification	Early morning shift	Afternoon shift	Night shift	Permanent afternoon shift ¹	Permanent night shift ¹
	% of minimum hourly rate				
	112.5%	120%	125%	125%	130%
	\$	\$	\$	\$	\$
Level 1	23.32	24.88	25.91	25.91	26.95
Level 2	25.54	27.24	28.38	28.38	29.51
Level 3	26.97	28.76	29.96	29.96	31.16
Level 4	28.33	30.22	31.48	31.48	32.73
Level 5	29.48	31.44	32.75	32.75	34.06
Level 6	33.01	35.21	36.68	36.68	38.14

¹ For definitions of permanent afternoon or night shift, see clause 13.7(a).

B.2.2 Full-time and part-time employees shiftworkers—overtime rates

Employee classification	Monday - Saturday		Saturday	Sunday	Public holiday
	First 3 hours	After 3 hours	Work outside employee's weekly hours		
	% of minimum hourly rate				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
Level 1	31.10	41.46	41.46	41.46	51.83
Level 2	34.05	45.40	45.40	45.40	56.75
Level 3	35.96	47.94	47.94	47.94	59.93
Level 4	37.77	50.36	50.36	50.36	62.95
Level 5	39.30	52.40	52.40	52.40	65.50
Level 6	44.01	58.68	58.68	58.68	73.35

B.3 Adult casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

B.3.1 Casual employees other than shiftworkers—ordinary, overtime and penalty rates

Employee classification	Ordinary hours ¹	Saturday (overtime)		Sunday (overtime)	Public holiday
		First 3 hours	After 3 hours		
% of minimum hourly rate					
	125%	175%	225%	225%	275%
	\$	\$	\$	\$	\$
Level 1	25.91	36.28	46.64	46.64	57.01
Level 2	28.38	39.73	51.08	51.08	62.43
Level 3	29.96	41.95	53.93	53.93	65.92
Level 4	31.48	44.07	56.66	56.66	69.25
Level 5	32.75	45.85	58.95	58.95	72.05
Level 6	36.68	51.35	66.02	66.02	80.69

¹ Ordinary hours as defined in clause 13.1.

B.3.2 Casual shiftworkers—ordinary and penalty rates

Employee classification	Early morning shift	Afternoon shift	Night shift	Permanent afternoon shift ¹	Permanent night shift ¹
% of minimum hourly rate					
	137.5%	145%	150%	150%	155%
	\$	\$	\$	\$	\$
Level 1	28.50	30.06	31.10	31.10	32.13
Level 2	31.21	32.92	34.05	34.05	35.19
Level 3	32.96	34.76	35.96	35.96	37.15
Level 4	34.62	36.51	37.77	37.77	39.03
Level 5	36.03	37.99	39.30	39.30	40.61
Level 6	40.34	42.54	44.01	44.01	45.48

¹ For definitions of **permanent afternoon** or **night** shift, see clause 13.7(a).

B.4 Junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 15.2. Adult rates apply from 21 years of age in accordance with clause 15.2.

B.4.1 Full-time and part-time junior employees—ordinary and penalty rates

Age	Junior hourly rate—ordinary hours	Afternoon shift	Early morning shift	Night shift	Permanent afternoon shift	Permanent night shift
	% of junior hourly rate					
	100%	120%	112.5%	125%	125%	130%
	\$	\$	\$	\$	\$	\$
Level 1						
16 years or under	10.36	12.43	11.66	12.95	12.95	13.47
17 years	12.44	14.93	14.00	15.55	15.55	16.17
18 years	14.51	17.41	16.32	18.14	18.14	18.86
19 years	16.58	19.90	18.65	20.73	20.73	21.55
20 years	18.65	22.38	20.98	23.31	23.31	24.25
Level 2						
16 years or under	11.35	13.62	12.77	14.19	14.19	14.76
17 years	13.62	16.34	15.32	17.03	17.03	17.71
18 years	15.89	19.07	17.88	19.86	19.86	20.66
19 years	18.16	21.79	20.43	22.70	22.70	23.61
20 years	20.43	24.52	22.98	25.54	25.54	26.56
Level 3						
16 years or under	11.99	14.39	13.49	14.99	14.99	15.59
17 years	14.38	17.26	16.18	17.98	17.98	18.69
18 years	16.78	20.14	18.88	20.98	20.98	21.81
19 years	19.18	23.02	21.58	23.98	23.98	24.93
20 years	21.58	25.90	24.28	26.98	26.98	28.05

Age	Junior hourly rate—ordinary hours	Afternoon shift	Early morning shift	Night shift	Permanent afternoon shift	Permanent night shift
	% of junior hourly rate					
	100%	120%	112.5%	125%	125%	130%
	\$	\$	\$	\$	\$	\$
Level 4						
16 years or under	12.59	15.11	14.16	15.74	15.74	16.37
17 years	15.11	18.13	17.00	18.89	18.89	19.64
18 years	17.62	21.14	19.82	22.03	22.03	22.91
19 years	20.14	24.17	22.66	25.18	25.18	26.18
20 years	22.66	27.19	25.49	28.33	28.33	29.46
Level 5						
16 years or under	13.10	15.72	14.74	16.38	16.38	17.03
17 years	15.72	18.86	17.69	19.65	19.65	20.44
18 years	18.34	22.01	20.63	22.93	22.93	23.84
19 years	20.96	25.15	23.58	26.20	26.20	27.25
20 years	23.58	28.30	26.53	29.48	29.48	30.65
Level 6						
16 years or under	14.67	17.60	16.50	18.34	18.34	19.07
17 years	17.61	21.13	19.81	22.01	22.01	22.89
18 years	20.54	24.65	23.11	25.68	25.68	26.70
19 years	23.47	28.16	26.40	29.34	29.34	30.51
20 years	26.41	31.69	29.71	33.01	33.01	34.33

B.4.2 Full-time and part-time junior employees—overtime rates

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours & all work outside and employee's weekly hours		
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1				
16 years or under	15.54	20.72	20.72	25.90
17 years	18.66	24.88	24.88	31.10
18 years	21.77	29.02	29.02	36.28
19 years	24.87	33.16	33.16	41.45
20 years	27.98	37.30	37.30	46.63
Level 2				
16 years or under	17.03	22.70	22.70	28.38
17 years	20.43	27.24	27.24	34.05
18 years	23.84	31.78	31.78	39.73
19 years	27.24	36.32	36.32	45.40
20 years	30.65	40.86	40.86	51.08
Level 3				
16 years or under	17.99	23.98	23.98	29.98
17 years	21.57	28.76	28.76	35.95
18 years	25.17	33.56	33.56	41.95
19 years	28.77	38.36	38.36	47.95
20 years	32.37	43.16	43.16	53.95
Level 4				
16 years or under	18.89	25.18	25.18	31.48

Age	Monday to Saturday		Sunday	Public holidays
	First 3 hours	After 3 hours & all work outside and employee's weekly hours		
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
17 years	22.67	30.22	30.22	37.78
18 years	26.43	35.24	35.24	44.05
19 years	30.21	40.28	40.28	50.35
20 years	33.99	45.32	45.32	56.65
Level 5				
16 years or under	19.65	26.20	26.20	32.75
17 years	23.58	31.44	31.44	39.30
18 years	27.51	36.68	36.68	45.85
19 years	31.44	41.92	41.92	52.40
20 years	35.37	47.16	47.16	58.95
Level 6				
16 years or under	22.01	29.34	29.34	36.68
17 years	26.42	35.22	35.22	44.03
18 years	30.81	41.08	41.08	51.35
19 years	35.21	46.94	46.94	58.68
20 years	39.62	52.82	52.82	66.03

B.4.3 Casual junior employees—ordinary and penalty rates

Age	Casual hourly rate	Afternoon shift	Early morning shift	Night shift	Permanent afternoon shift	Permanent night shift
	% of junior hourly rate					
	125%	145%	137.5%	150%	150%	155%
	\$	\$	\$	\$	\$	\$
Level 1						
16 years or under	12.95	15.02	14.25	15.54	15.54	16.06
17 years	15.55	18.04	17.11	18.66	18.66	19.28
18 years	18.14	21.04	19.95	21.77	21.77	22.49
19 years	20.73	24.04	22.80	24.87	24.87	25.70
20 years	23.31	27.04	25.64	27.98	27.98	28.91
Level 2						
16 years or under	14.19	16.46	15.61	17.03	17.03	17.59
17 years	17.03	19.75	18.73	20.43	20.43	21.11
18 years	19.86	23.04	21.85	23.84	23.84	24.63
19 years	22.70	26.33	24.97	27.24	27.24	28.15
20 years	25.54	29.62	28.09	30.65	30.65	31.67
Level 3						
16 years or under	14.99	17.39	16.49	17.99	17.99	18.58
17 years	17.98	20.85	19.77	21.57	21.57	22.29
18 years	20.98	24.33	23.07	25.17	25.17	26.01
19 years	23.98	27.81	26.37	28.77	28.77	29.73
20 years	26.98	31.29	29.67	32.37	32.37	33.45
Level 4						
16 years or under	15.74	18.26	17.31	18.89	18.89	19.51
17 years	18.89	21.91	20.78	22.67	22.67	23.42
18 years	22.03	25.55	24.23	26.43	26.43	27.31

Age	Casual hourly rate	Afternoon shift	Early morning shift	Night shift	Permanent afternoon shift	Permanent night shift
	% of junior hourly rate					
	125%	145%	137.5%	150%	150%	155%
	\$	\$	\$	\$	\$	\$
19 years	25.18	29.20	27.69	30.21	30.21	31.22
20 years	28.33	32.86	31.16	33.99	33.99	35.12
Level 5						
16 years or under	16.38	19.00	18.01	19.65	19.65	20.31
17 years	19.65	22.79	21.62	23.58	23.58	24.37
18 years	22.93	26.59	25.22	27.51	27.51	28.43
19 years	26.20	30.39	28.82	31.44	31.44	32.49
20 years	29.48	34.19	32.42	35.37	35.37	36.55
Level 6						
16 years or under	18.34	21.27	20.17	22.01	22.01	22.74
17 years	22.01	25.53	24.21	26.42	26.42	27.30
18 years	25.68	29.78	28.24	30.81	30.81	31.84
19 years	29.34	34.03	32.27	35.21	35.21	36.38
20 years	33.01	38.29	36.31	39.62	39.62	40.94

Schedule C—Summary of Monetary Allowances

See clause 18—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly rate for a Level 2 employee in clause 15.1 = **\$862.50**.

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance	18.3(a)	1.84	15.87	per week
Stand-by and call-back allowance	18.3(b)(i)			
Monday to Friday		2.12	18.29	per day
Saturday, Sunday and public holidays		4.33	37.35	per day

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 18.4:

Allowance	Clause	\$	Payable
Meal allowance:	18.4(a)		
Overtime of 1.5 hours which extends beyond 6.00 pm		17.00	per occasion
Further meal allowance if overtime exceeds 5.5 hours		13.98	per occasion
Vehicle allowance:			
1500cc and under	18.4(b)(iii)	101.86	per week
Over 1500cc	18.4(b)(iii)	125.65	per week
Casual or incidental use	18.4(b)(iv)	0.78	per km

C.2.2 Adjustment of expense-related allowances

(a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Motor vehicle allowance	Private motoring sub-group

Schedule D—Supported Wage System

D.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

D.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

D.3 Eligibility criteria

D.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

D.4 Supported wage rates

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

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

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

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

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

D.6 Lodgement of SWS wage assessment agreement

D.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to

the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

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

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

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—Agreement for Time Off Instead of Payment for Overtime

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

Name of employee: _____

Name of employer: _____

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

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Part-day Public Holidays

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
 - (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- H.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](#).
- H.4** This schedule is not intended to detract from or supplement the [NES](#).