

The Aluminium Industry Award—Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
13 February 2019	Incorporate change resulting from <a href="#">PR582959</a>	22.8(a) (deleted)
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433</a>	1.2, 4.2, 4.5(a), 22, 22.6, 24.5, Schedule G—Definitions (moved to clause 2)
	Incorporates changes resulting from <a href="#">[2015] FWCFB 4658</a> , <a href="#">[2015] FWCFB 6656</a>	1.5(deleted), 1.6 (renumbered), 18.2(a)
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3176</a> , <a href="#">PR593843</a>	16.6, Schedule E (National Training Wage deleted)
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3500</a> , <a href="#">PR606385</a> , <a href="#">PR606540</a> , <a href="#">PR606630</a>	16, 16.6, 18, Schedule B, Schedule C, Schedule D (clause B.4 renumbered as B.2.3 and B.2.4 by AMOD)
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3936</a> , <a href="#">PR609378</a>	19A
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4695</a> , <a href="#">PR700538</a>	11.5, 12
	Incorporates changes resulting from <a href="#">PR700443</a>	22.1
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3802</a> and <a href="#">[2018] FWCFB 5602</a>	7.2, 10.2(d), 10.6, 13.4(b)(vi), 14.2, 14.5(c), 16.2, 18.2, 18.4, 21.1, 20.4(b), 20.4(c), Schedule C, Schedule G—Definitions (moved to clause 2)
	Incorporates changes resulting from <a href="#">[2018] FWCFB 6863</a> , <a href="#">PR701463</a>	6
	Administrative changes by Modern Awards team	10.4 (deleted), 17
	Incorporate changes resulting from <a href="#">[2015] FWCFB 4658</a>	17
	Incorporate changes resulting from <a href="#">[2018] FWCFB 4704</a> ; <a href="#">PR610223</a>	5, 31, 28, 29, 30
	Incorporates changes resulting from <a href="#">[2018] FWCFB 1548</a>	7.2
<a href="#">Exposure Draft</a>		

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The Aluminium Industry Award—Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
2 September 2019	Incorporating A-clauses into the numbering of the exposure draft	6, 17, 29
	Incorporating changes resulting from <a href="#">[2015] FWCFB 4658</a> at [57]	18
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1333</a> at [35]	1.5 (deleted)
	Incorporates changes resulting from <a href="#">[2019] FWCFB 2548</a> , <a href="#">PR706896</a>	32
	Incorporating changes resulting from AWR 2018–19 <a href="#">[2019] FWCFB 3500</a> , <a href="#">PR707472</a> , <a href="#">PR707691</a> , <a href="#">PR709080</a>	16, 18, Schedule B, Schedule C, Schedule E
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5144</a>	26
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5145</a> ( <a href="#">determination</a> in draft form).	7, 27
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with <a href="#">[2019] FWCFB 5409</a> at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 9, 10, 11, 12, 14, 16, Part 5—, 20, Part 6—, 25, Part 8—, 31, 32, C.1.1, C.2.1, Schedule E— National Training Wage (deleted), Schedule G— Definitions (moved)
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.4, 16, 21 Schedule B
Incorporating changes resulting from <a href="#">[2019] FWCFB 5868</a>	17.3	

## EXPOSURE DRAFT

### Aluminium Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Aluminium Industry Award 2010* (the Aluminium award) as at 5 September 2014 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Aluminium award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/64](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

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

- 1.1** This award is the *Aluminium Industry Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3** A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~**1.4** Schedule G Definitions sets out definitions that apply in this award.~~
- ~~**1.5** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

### 2. Definitions

In this award, unless the contrary intention appears:

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

**adult apprentice** means an employee who is 21 years of age or over at the time of signing the contract of training

**afternoon shift** means any rostered shift finishing after 6.00 pm and at or before midnight, except a 12 hour shift

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave

**aluminium industry** is defined in clause 4.2

**continuous shiftworker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of 7 consecutive days without interruption (except for breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts, including on Sundays and public holidays

**day shift** means any shift that is not an afternoon shift or a night shift

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**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)

**leading hand** means an employee appointed to classification Grade 4 or above under this award by the employer to be in charge of the work of 3 or more employees

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

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

**night shift** means any shift finishing after midnight and at or before 8.00 am

**ordinary hourly rate of pay** means the hourly rate for an employee's classification specified in clause 16—Minimum rates inclusive of work conditions and disability allowance

**roster** means a calendar identifying the days/shifts on which an employee is required to work

**rostered shift** means a shift of which an employee (other than a casual employee) has had at least 48 hours notice

**shiftworker** means an employee rostered to regularly work on afternoon and/or night shift, even if the employee also works on day shift.

**standard rate** means the minimum weekly ~~wage rate~~ for an Aluminium Worker Grade 4 in clause 16—Minimum rates

### 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

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

**4.1** This award covers employers throughout Australia in the aluminium industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.

**4.2** The **aluminium industry** means bauxite operations and the treatment of bauxite, alumina, aluminium or any of their derivatives, including:

- (a) resource drilling, extraction, rehabilitation work and treatment of bauxite;
- (b) all processing, refining, smelting, melting, casting and rolling operations performed in connection with the treatment of bauxite, alumina, aluminium and any of their derivatives;
- (c) activities ancillary to the activities in clauses 4.2(a) and 4.2(b) including but not limited to:
  - (i) the generation and/or transmission of power and/or steam that is ancillary or incidental to the employer's activities in clauses 4.2(a) or 4.2(b) (albeit that excess power may be sold into the grid); and
  - (ii) bulk materials handling at a wharf or any load out/in facility, including the loading and unloading of bauxite, alumina and other bulk materials for the purpose of such activities by employers engaged in such activities;
- (d) the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment used in the activities set out in clauses 4.2(a), 4.2(b) and 4.2(c) by employees principally employed to perform work on an ongoing basis at a location where such activities are being performed; and
- (e) the provision of supplementary labour services used in the activities in clauses 4.2(a), 4.2(b) and 4.2(c) by supplementary labour personnel principally engaged to perform work at a location where such activities are being performed.

NOTE: The placement by a contractor of employees at an aluminium industry facility for the period of a programmed maintenance shutdown would not bring the contractor within the aluminium industry under clause 4.2(d).

**4.3** This award does not cover employers in respect of employees:

- (a) in relation to the processing, melting, casting, rolling, extrusion and fabrication of aluminium as part of other manufacturing operations and activities of employers covered by the *Manufacturing and Associated Industries and Occupations Award 20XX*;
- (b) in relation to catering, accommodation, cleaning and incidental services (unless the employee is employed by an aluminium industry employer or a related company);

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- (c) who are clerical and administrative staff;
- (d) who are staff employees engaged in managerial, professional, scientific or senior supervisory positions;
- (e) who are staff employees in paraprofessional technical positions;
- (f) who perform security services (unless the employee is employed by an aluminium industry employer or a related company); or
- (g) who work in the head office or town office of the employer.

4.4 This award covers employers which provide group training services for apprentices and/or trainees engaged in the aluminium industry and/or parts of the industry~~aluminium industry set out at clause 4.1~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses ~~4.1 and~~ 4.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.

4.5 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

## 5. Individual flexibility arrangements

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

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (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**

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50].

- 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:
14.2	Maximum 12 ordinary hour day	The majority of employees
14.4(b)	Rosters	The majority of employees
14.5(c)	Change of roster—period of notice	The majority of employees
15.4(d)	Rest breaks—overtime	The majority of employees
17	Payment of wages	An individual or the majority of employees
20.4(d)	Rest period after overtime	An individual
20.7	Time off instead of payment for overtime	An individual
22.3	<del>Annual leave in advance</del>	<del>An individual</del>
22.10	Cashing out of annual leave	An individual
<del>22.3</del>	<del>Annual leave in advance</del>	<del>An individual</del>
27.3	Substitution of public holidays by agreement	An individual <del>or the majority of employees</del>

## Part 2—Types of Employment and classifications

### 8. Types of employment

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

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

8.2 At the time of engagement an employer must inform an employee, in writing, whether their employment is full-time, part-time or casual.

8.3 The employer must also advise in writing the classification level to which the employee is appointed, and in the case of casual employees, the likely number of hours the employee will be required to work.

### 9. Full-time employees

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

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

- 10.1** A part-time employee is an employee who works a regular pattern of hours which over the roster cycle average less than 38 ordinary hours per week.
- 10.2** Before commencing employment, the employer and the part-time employee will agree in writing on:
- (a) the hours that the employee will work;
  - (b) the days of the week that the employee will work;
  - (c) the starting and finishing times on each day; and
  - (d) the classification applying to the work to be performed.
- 10.3** The agreement under clause 10.2 may be varied by agreement in writing.
- 10.4** The agreement under clause 10.2 and any variations under clause 10.3 will be retained by the employer and the employer will give a copy of the agreement and any variations to the employee.
- 10.5** Subject to clause 10.6, the employer must engage a part-time employee for a minimum of 3 consecutive hours on any shift.
- 10.6** In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of 3 hours.
- 10.7** A part-time employee must be paid the ordinary hourly rate for each ordinary hour worked that applies to their classification.
- 10.8** Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed under clause 10.2 or as varied under clause 10.3.
- 10.9** Where an employer requires a part-time employee to work in excess of the hours agreed under clause 10.2 or as varied under clause 10.3, the additional hours will be paid at overtime rates.
- 10.10** The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

## **11. Casual employees**

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

- 11.1** A casual employee is an employee engaged and paid as a casual employee.
- 11.2** When an employer engages a casual employee, the employer must inform the casual employee who their employer is, their classification level, their rate of pay and the likely number of hours they will be required to work.

11.3 For each ordinary hour worked, a casual employee must be paid:

- (a) the ordinary hourly rate; and
- (b) a loading of 25% of the ordinary hourly rate,

for the classification in which they are employed.

11.4 On each occasion a casual employee is required to attend work the employee must be paid for a minimum of ~~three~~ 3 hours, unless the employee requests, and the employer agrees, to a period of employment of less than ~~three~~ 3 hours in order to meet the personal circumstances of the employee.

11.5 **Right to request casual conversion**

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

- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; 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 11.5, the employer and employee must discuss and record in writing:
    - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
    - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2
  - (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
  - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.5.
  - (o) Nothing in clause 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
  - (p) Nothing in clause 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.5 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~ clause 11.5(q).

## 12. Apprentices

- 12.1 The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.
- 12.2 An apprentice is an employee engaged under a training agreement or contract of apprenticeship approved by the relevant State or Territory authority.
- 12.3 The probationary period of an apprentice is set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with state legislation.
- 12.4 The minimum wages applying to apprenticeships are set out in clause 16.3.
- 12.5 Where an apprentice is attending a technical college, school, registered training organisation or TAFE and presenting reports of satisfactory progress, the employer must reimburse the apprentice for all fees and reasonable book costs paid by them.
- 12.6 Periods of time which an apprentice is required to spend, and does spend, during ordinary working hours at a technical college, school, registered training organisation or TAFE, will be deemed, for the purposes of pay and other entitlements, to have been spent in normal attendance at the employer's workplace.

## 13. Classifications

- 13.1 Classification definitions are set out in Schedule A—Classification Definitions.
- 13.2 An employee covered by this award must:
  - (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee's ability and competence;
  - (b) use any skills, qualifications and other competencies acquired or used at a lower grade and undertake any duties falling within their current grade or any lower grade;
  - (c) acquire any skills reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
  - (d) use the tools and equipment the employer requires them to use, subject to the limits of the employee's skills and competence and provided that the employee has been properly trained in the use of those tools and that equipment.



### **13.3 Progression**

An employee will progress through the classification levels, subject to the employee:

- (a) having and demonstrating the applicable skills and other competencies to proficiently undertake all of the duties required for the level; and
- (b) being required and appointed by the employer to perform work at that level.

### **13.4 Flexible working**

- (a) There are no fixed streams of work.
- (b) An employee will work in any of the following operations, tasks and activities (including all ancillary duties) carried out by the employer:
  - (i) bauxite mining and related operations;
  - (ii) power and steam generation including ancillary operations;
  - (iii) process/production;
  - (iv) servicing, maintenance, modification and repair of plant and equipment, machinery, buildings and other works and structures;
  - (v) on site transport, logistics and stores; or
  - (vi) materials handling at a wharf or any load out/in facility, including the loading and unloading of bauxite, alumina and bulk materials and ancillary activities.

## **Part 3—Hours of Work**

### **14. Ordinary hours of work and rostering**

#### **14.1 Ordinary hours of work**

- (a) A full-time employee's ordinary hours of work are an average of 38 hours per week over a roster cycle.
- (b) A part-time employee's ordinary hours of work must be averaged over a roster cycle and must be consistent with clause 10—Part-time employees. |
- (c) A casual employee's ordinary hours of work must be consistent with clause 11—Casual employees. |
- (d) Subject to clause 14.1(e), an employee who is not a shiftworker may be required to work as many ordinary hours per day as can be worked between 6.00 am and 6.00 pm, Monday to Sunday.
- (e) An employer may agree with an employee or with a majority of affected employees, to alter the span of hours to suit operational and employee needs.

- (f) Any time worked outside the ordinary hours of any shift or outside the span of hours in clause 14.1(d) is overtime. An employee will be advised in writing of which hours in the roster cycle are ordinary hours and which hours are overtime.
- (g) For an employee who is not a shiftworker, the ordinary hours of work on any day exclude meal breaks.
- (h) For an employee who is a shiftworker, the ordinary hours of work on any shift include meal breaks.
- (i) A roster cycle must be no longer than 26 consecutive weeks.

#### 14.2 Maximum 12 ordinary hour day

Subject to clause 14.8, unless agreed otherwise by the employer and the majority of affected employees, the maximum duration of any shift must not exceed 12 hours irrespective of whether the shift is comprised of ordinary hours, overtime hours or a combination of both.

#### 14.3 Work cycle or fly-in-fly-out/drive-in-drive-out operations

- (a) Employees may be engaged to work on a work cycle which includes working and non-working days.
- (b) The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working and non-working weeks in the work cycle.
- (c) Overtime rates will be paid for work which an employee is required to perform in addition to their rostered hours on any shift and for time which the employee is required to work in excess of their total rostered hours in the work cycle.

#### 14.4 Rosters

- (a) An employer may introduce a roster (including shift start and finish times) which meets the following requirements:
  - (i) the average rostered hours over the roster cycle for an employee does not exceed 44 rostered hours of work per week;
  - (ii) the maximum number of consecutive shifts for an employee does not exceed ~~seven~~7;
  - (iii) the maximum number of shifts for an employee in any 14 consecutive calendar days does not exceed 12; and
  - (iv) the maximum number of consecutive shifts for an employee, where the rostered shift length exceeds 10 hours, does not exceed ~~four~~4 shifts.
- (b) The employer and the majority of the affected employees may agree to introduce a roster which does not comply with the requirements of clause 14.4(a).

#### **14.5 Change of roster**

- (a) An employer may implement or change a roster to meet its operational requirements, having regard to the health and safety of the employees.
- (b) The employer must give affected employees ~~two~~2 weeks' notice of any new roster or any change to a roster.
- (c) The period of notice in clause 14.5(b) may be reduced by agreement between the employer and the majority of affected employees.

#### **14.6 Change of place on a roster**

- (a) An employer may vary an employee's place on a roster (that is, may transfer the employee from one crew to another) and may vary the employee's start and finish times.
- (b) An employer must give an employee 48 hours' notice of a variation under clause 14.6(a) or a shorter period where that is agreed between the employer and the employee.
- (c) Where a shorter period is agreed under clause 14.6(b), any ordinary hours worked by the employee between the start of the variation and the expiry of 48 hours' notice will be paid at overtime rates.

#### **14.7 Commencement or cessation of shiftwork**

- (a) The employer may require an employee to commence or cease performing shiftwork on one week's notice.
- (b) Where an employer gives an employee less than one week's notice of the commencement or cessation of shiftwork, any ordinary hours worked by the employee between that commencement or that cessation and the expiry of one week's notice will be paid at overtime rates.

#### **14.8 Reasonable handover work**

- (a) The employer may require an employee to perform reasonable handover work to ensure the continuity of operations.
- (b) An employee who is not relieved as scheduled at the end of a shift must continue working until they are relieved or authorised by their employer to finish work.
- (c) The employer must not unreasonably withhold an authorisation under clause 14.8(b) to finish work.

#### **14.9 Make-up time**

With the employer's consent, an employee may work make-up time under which the employee does not work ordinary hours in accordance with the employee's roster but works ordinary hours at a later time within the same roster cycle.

#### 14.10 Consultation

An employer must, upon request by a directly affected employee, consult with directly affected employees about any changes under clause 14—Ordinary hours of work.

#### 14.11 Emergency arrangements

In the case of an emergency, an employer may vary or suspend any roster arrangement immediately for the duration of the emergency.

### 15. Breaks

#### 15.1 Meal breaks—Employees other than shiftworkers

An employee who is not a shiftworker is entitled to take an unpaid meal break of not less than 30 minutes after every ~~five~~5 hours of work.

#### 15.2 Meal breaks—Shiftworkers

- (a) A shiftworker working on a shift of 10 hours or less will be entitled to a paid meal break of 20 minutes per shift.
- (b) A shiftworker working on a shift for longer than 10 hours will be entitled to a paid meal break of 40 minutes per shift.

#### 15.3 Timing of meal breaks

- (a) An employee must not be required to work for more than ~~five~~5 hours without a meal break. Where the employee agrees to work for more than ~~five~~5 hours without a meal break, the employee will be paid at overtime rates until the meal break is taken.
- (b) The employer may stagger the taking of meal breaks to ensure continuity of operations (including routine maintenance).
- (c) Meal breaks may be taken as ~~two~~2 breaks by agreement, subject to operational requirements, to ensure the continuity of operations.

#### 15.4 Rest breaks—overtime

- (a) An employee working un-rostered overtime for one and a half hours or more after working their rostered hours will, before starting such overtime, be allowed a rest break of 20 minutes.
- (b) An employee working overtime, including an un-rostered overtime shift, will be allowed a rest break of 20 minutes after each ~~four~~4 hours of overtime worked, except where the employee is not required to resume overtime work after the rest break.
- (c) Rest breaks under ~~this~~ clause 15.4 are to be paid at the appropriate overtime rate in accordance with clause 20—Overtime.

- (d) The employer and the majority of employees concerned may agree to any change to clause 15.4 in order to meet operational needs, but the employer must not be required to pay an employee for more or less than 20 minutes per rest break.

## Part 4—Wages and allowances

### 16. Minimum rates

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

#### 16.1 Adult employee **rates**

Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

Except as provided otherwise in this award, an employer must pay an adult employee (other than an apprentice) the following minimum wages plus any applicable allowances.

Employee classification	Minimum weekly rate <b>(full-time employee)</b>	Minimum hourly rate
	\$	\$
Aluminium Worker Grade 1	768.00	20.21
Aluminium Worker Grade 2	805.90	21.21
Aluminium Worker Grade 3	837.00	22.03
Aluminium Worker Grade 4	862.50	22.70
Aluminium Worker Grade 5	920.20	24.22
Aluminium Worker Grade 6	980.00	25.79
Aluminium Worker Grade 7	1028.00	27.05
Aluminium Worker Grade 8	1069.80	28.15

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

#### 16.2 Junior employee **rates**

Where the law permits junior employees to perform work in the industry, the junior employee will be entitled to the following percentage of the applicable adult minimum wage for their classification, or for a part-time or casual employee, the following percentage of the applicable adult ordinary hourly rate of pay for their classification:

Age	% of adult rate
16 years or less	75
At 17 years	85
At 18 years	100

16.3 **Apprentice rates**

(a) **Apprentices other than adult apprentices**

- (i) The rate of pay for apprentices (other than an adult apprentices) who commenced their apprenticeship with the employer before 1 January 2014 will be the following percentage of the minimum wage for an Aluminium Worker Grade 4:

Year	% of Aluminium Worker Grade 4
1st	50
2nd	60
3rd	75
4th and subsequent	88

- (ii) The rate of pay for apprentices (other than an adult apprentices) who commenced their apprenticeship with the employer on or after 1 January 2014 will be the following percentage of the minimum wage for an Aluminium Worker Grade 4:

Year	% of Aluminium Worker Grade 4 for an apprentice who has not completed Year 12	% of Aluminium Worker Grade 4 for an apprentice who has completed Year 12
1st	50	55
2nd	60	65
3rd	75	75
4th and subsequent	88	88

**Example – Wage rate—2nd year apprentice (other than adult apprentice)**

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

For example: For an employee who commenced their apprenticeship on or after 1 January 2014, has not completed year 12, and is undertaking their 2nd year of training, the ordinary rate of pay is calculated as follows:

**Ordinary hourly rate of pay**

- Determine the relevant percentage from the table in clause 16.3(a)(ii) = 60% of the Aluminium Worker Grade 4
- Calculate the minimum hourly rate of pay = 60% of \$22.70= \$13.62 (minimum hourly rate)
- Add the hourly work conditions and disability allowance from clause 18.2(b) = \$1.02

Ordinary hourly rate = \$13.62 + \$1.02

= \$14.64 per hour

**Ordinary weekly rate of pay**

1. Determine the relevant percentage from the table in clause 16.3(a)(ii) =  
60% of the Aluminium Worker Grade 4
2. Calculate the minimum weekly rate of pay =  
60% of \$862.50 = \$517.50 (minimum weekly rate)
3. Add the weekly work conditions and disability allowance from  
clause 18.2(b) = \$38.81

Ordinary weekly rate = \$517.50 + \$38.81

= \$556.31 per week

**(b) Adult apprentices**

- (i) The rate of pay for adult apprentices who commenced their apprenticeship with the employer before 1 January 2014 will be the following percentage of the minimum wage for an Aluminium Worker Grade 4:

Year	% of Aluminium Worker Grade 4
Up to 4th	90
4th and subsequent	95

- (ii) The rate of pay for apprentices who commenced an adult apprenticeship with the employer on or after 1 January 2014 will be:

Year	Minimum rate of pay (subject to clause 16.3(c))	
1st year	90% of Aluminium Worker Grade 4	
	The greater of:	
2nd and 3rd year	90% of Aluminium Worker Grade 4	100% of Aluminium Worker Grade 1
4th and subsequent year	95% of Aluminium Worker Grade 4	100% of Aluminium Worker Grade 1

**(c) Adult apprentices—wage maintenance**

- (i) A person employed by an employer under this award immediately before entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage because they have entered into the training agreement, provided that the person was an employee in that enterprise for at least:

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- ~~six~~ 6 months, as a full-time employee;
  - ~~twelve~~ 12 months, as a part-time employee; or
  - ~~twelve~~ 12 months, as a regular and systematic casual employee;
- immediately before commencing the apprenticeship.

- (ii) For the purpose only of fixing a minimum wage, an adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 in which the adult apprentice was engaged immediately before entering into the training agreement.

#### 16.4 Higher duties

- (a) An employee engaged for more than ~~two~~ 2 hours during any one day or shift on duties carrying a higher minimum ~~wage~~ rate than the employee's classification must be paid the higher minimum ~~wage~~ rate for the day or shift.
- (b) If the higher duties are performed for ~~two~~ 2 hours or less during one day or shift, the employee must be paid the higher minimum ~~wage~~ rate for the time so worked.

#### 16.5 Supported wage system

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

#### 16.6 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 2018~~ 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 *Aluminium Industry Award 2010* and not the *Miscellaneous Award 2010*.

### 17. Payment of wages

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

#### 17.1 Period of payment

- (a) Wages must be paid weekly or fortnightly, according to the actual ordinary and overtime hours worked each week or fortnight; or according to the average number of ordinary and overtime hours worked each week or fortnight.
- (b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid ~~three~~ 3 weekly, ~~four~~ 4 weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.



## 17.2 Method of payment

- (a) Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.
- (b) In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the encashment of the cheque.

## 17.3 Payment of wages on termination of employment

Clause 17.3 amended in accordance with [\[2019\] FWCFB 5868](#) at [6].

- ~~(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 paragraph (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: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.~~

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

## 17.4 Day off coinciding with pay day

Where an employee is paid wages by cash or cheque and the employee is, because of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the employee's working day immediately following the pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

## 17.5 Wages to be paid during working hours

- (a) Where an employee is paid wages by cash or cheque, wages are to be paid during ordinary working hours.

- (b) If an employee is paid wages by cash or cheque and is kept waiting for their wages on pay day after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.

## 18. Allowances

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

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

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 any allowances the employee is entitled to under ~~this~~ clause 18. See Schedule C—Summary of Monetary Allowances for a list of all monetary allowances and the method of adjustment.

### 18.2 Wage-related allowances

#### (a) All-purpose allowances

- (i) Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave.
- (ii) The following allowance is paid for all purposes under this award—work conditions and disability allowance (clause 18.2(b)).

#### (b) Work conditions and disability allowance

A single all-purpose payment of **\$38.81** per week will be paid for all disabilities, working conditions and special factors associated with work in the aluminium industry, including:

- (i) wet, hot or dusty work;
- (ii) wet ground;
- (iii) working in water or rain;
- (iv) working at heights;
- (v) cleaning flues;
- (vi) working at an isolated location;
- (vii) cold work;
- (viii) dirty work;
- (ix) fumes;
- (x) confined spaces; or
- (xi) the necessity to wear protective clothing and equipment.

### 18.3 First aid allowance

- (a) A first aid allowance of **\$17.25** per week is payable to an employee where the employee:
  - (i) holds a first aid qualification from St John Ambulance or an equivalent body; and
  - (ii) is appointed by the employer to participate in the emergency response team or to otherwise perform first aid duty.
- (b) The first aid allowance is payable for the period of the appointment under clause 18.3(a)(ii).

### 18.4 Leading hand allowance

A leading hand must be paid a weekly allowance as follows:

In charge of	\$ per week
3–10 employees	37.95
11–20 employees	48.30
more than 20 employees	64.69

### 18.5 Meal allowance for overtime

- (a) A meal allowance of **\$16.93** per occasion is payable to an employee on each occasion the employee is entitled to a rest break during overtime work.
- (b) The employee will not be entitled to the meal allowance if:
  - (i) the employer provides a meal or meal-making facilities; or
  - (ii) the employee was notified no later than the previous day or shift of the requirement to work overtime.

### 18.6 Tool allowance

Where the employer requires an employee to supply and maintain tools ordinarily required in the performance of their work, the employee will be entitled to tool allowance of **\$15.25** per week.

## 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 employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a

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

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

## **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) Westscheme Pty Ltd;
- (b) 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
- (c) a superannuation fund or scheme of which the employee is a defined benefit member.

## Part 5—Overtime and Penalty Rates

### 20. Overtime

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

#### 20.1 Overtime payments—employees other than continuous shiftworkers

- (a) Except where provided otherwise in clause 20.1, an employee (other than a continuous shiftworker) will be paid the following payments for all work done in addition to or outside the employee's ordinary hours:
  - (i) 150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay thereafter, for overtime worked each day from Monday to Saturday (inclusive);
  - (ii) 200% of the ordinary hourly rate of pay for overtime worked on a Sunday; and
  - (iii) 250% of the ordinary hourly rate of pay for overtime worked on a public holiday.
- (b) An employee required to work un-rostered overtime on a Saturday or a Sunday must be provided with a minimum of 4 hours work or payment instead.

#### 20.2 Overtime payments—continuous shiftworkers

A continuous shiftworker will be paid for all work done in addition to or outside the employee's ordinary hours at the rate of 200% of the ordinary hourly rate of pay.

#### 20.3 Method of calculation of overtime rate

Issue regarding terminology of rates referred to Plain Language Full Bench, see [\[2017\] FWCFB 5536](#) at [582], [\[2018\] FWC 1544](#) at [7] and [\[2019\] FWCFB 5409](#) at [153].

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments for overtime worked under clause 20 are in substitution of any applicable shift penalties or weekend penalty rates that would otherwise apply.
- (c) Overtime is not payable when the time is worked:
  - (i) by arrangement between the employees themselves;
  - (ii) for the purpose of effecting the customary rotation of shifts or to give effect to transfers of new employees to regular shift rosters; or
  - (iii) on a shift to which an employee is transferred at short notice as an alternative to standing down the employee.

#### **20.4 Rest period after overtime**

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between successive working days.
- (b) An employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to other provisions in clause 20.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% of the ordinary hourly rate until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) By agreement between the employer and an individual employee, the 10 hour break provided for in clause 20.4(a) to 20.4(c) may be reduced to a period of no less than 8 hours.
- (e) The provisions of clause 20.4(a) to 20.4(c) will apply in the case of a shiftworker as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters;
  - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
  - (iii) where a shift is worked by arrangement between employees themselves.

#### **20.5 Transport of employees**

When an employee, after having worked un-rostered overtime or an un-rostered shift (of which less than 24 hours' notice was provided), finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with transport home, or pay the employee at the ordinary hourly rate of pay for the time reasonably occupied in reaching home.

#### **20.6 Recall**

An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of 4 hours (including travel time) or will be paid for a minimum of 4 hours work in circumstances where the employee is engaged for a lesser period. Additional travel time outside the 4 hour minimum period will be paid at the ordinary hourly rate of pay.

**20.7 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 20.7.
- (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 20.7(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.7 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.7 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 20.7 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 20.7 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 20.7(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.

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- (h) The employer must keep a copy of any agreement under clause 20.7 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 20.7 will apply, including the requirement for separate written agreements under clause 20.7(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 20.7 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 20.7.

**20.8 Make-up time**

An employee may elect, with the consent of the employer, to work make-up time under which the employee does not work ordinary hours in accordance with the employee's roster but works those hours at a later time within the same roster cycle.

**20.9 Extra rates not cumulative**

Extra rates are not cumulative so as to exceed for any employee a maximum payment of:

- (a) 250% of the employee's ordinary hourly rate of pay for work performed on a public holiday; or
- (b) 200% of the employee's ordinary hourly rate of pay for work performed on any other day.



## 21. Penalty rates

Clause 21 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

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

### 21.1 Shiftwork ~~penalties~~ loading

- (a) A shiftwork loading of **\$3.41** for each ordinary hour worked is payable to an employee whilst on an afternoon or a rotating night shift on Monday to Friday (inclusive).
- (b) A shiftwork loading of **\$6.81** for each ordinary hour worked is payable to an employee whilst on a permanent night shift Monday to Friday (inclusive).

For the method of adjustment of these shiftwork loadings, see Schedule C—Summary of Monetary Allowances.

### 21.2 Weekend work ~~penalties~~ penalty rates

An employee will be paid the following ~~penalties~~ penalty rates for ordinary hours worked on a Saturday or Sunday:

- (a) 150% of the ordinary hourly rate of pay for ordinary hours worked on a Saturday; and
- (b) 200% of the ordinary hourly rate of pay for ordinary hours worked on a Sunday.

### 21.3 Public holiday ~~penalties~~ penalty rates

An employee will be paid a penalty of 250% of the ordinary hourly rate of pay for ordinary hours worked on a public holiday.

### 21.4 Extra rates not cumulative

Extra rates are not cumulative so as to exceed for any employee a maximum payment of:

- (a) 250% of the employee's ordinary hourly rate of pay for work performed on a public holiday; or
- (b) 200% of the employee's ordinary hourly rate of pay for work performed on any other day.

## Part 6—Leave and Public Holidays

### 22. Annual leave

#### 22.1 Annual leave

For the purposes of the annual leave provisions of the [NES](#):

- (a) shiftworker means a continuous shiftworker as defined in this award; and

- (b) an employer may convert the annual leave entitlement in the [NES](#) to an equivalent ordinary hour entitlement for administrative ease (for example 152 hours for a full-time employee entitled to ~~four~~ 4 weeks' of annual leave and 190 hours for a continuous shiftworker).

#### 22.2 Annual leave exclusive of public holidays

- (a) The annual leave prescribed by ~~this~~ clause 22 is exclusive of any of the public holidays prescribed by clause 27—Public holidays.
- (b) If, within an employee's period of annual leave, a public holiday falls on a day on which that employee was rostered to work ordinary hours, there will be added to the period of annual leave an equivalent number of rostered ordinary hours.

#### 22.3 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 22.3 is set out at Schedule G—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 22.3 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### 22.4 Taking of annual leave during shut-downs

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

- (a) Where the employer shuts down the business or part of the business where an employee works, the employer may direct the employee to take paid annual leave during all or part of the period of the shut-down.

- (b) The employer must give an employee not less than ~~four~~ 4 weeks' notice of intention to require the employee to take annual leave during a shut-down period.
- (c) If an employee who is required to take annual leave under clause 22.4(a) does not have sufficient annual leave to cover the entire period of the shut-down, the employer may require the employee to take leave without pay for the balance of the period.

## 22.5 Annual leave loading

- (a) During the period of an employee's annual leave, the employer must pay the employee for the employee's ordinary hours of work in the period at the employee's ordinary hourly rate
- (b) In addition, the employer must pay the employee the greater of:
  - (i) a loading of 20% of the amount payable under clause 22.5(a); or
  - (ii) the employee's projected roster earnings (including rostered overtime, penalties and allowances) for the period of annual leave, less the payment required by the [NES](#).

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

## 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 continuous shiftworker, as defined by ~~Schedule G clause 2~~—Definitions).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 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 ~~paragraph (a) 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 ~~paragraph (a) clause~~ 22.7(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) 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 ~~paragraph (d) clause~~ 22.7(b) 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 ~~paragraph (a) clause~~ 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) If an employee is paid wages by cash or cheque and is kept waiting for their
  - (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 ~~paragraph (a) clause 22.8(a)~~ more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a continuous shiftworker, as defined by ~~Schedule G clause 2—Definitions~~) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph clause 22.8(a)~~.

## 22.9 Payment on termination of employment

Clause 22.9 referred to [AM2016/8](#). See [\[2018\] FWC 6034](#) at [7], [11], and [17]-[18].

- (a) The [NES](#) provides for payment of accrued annual leave upon termination of employment. For the full [NES](#) entitlement see sections [90\(2\)](#) of the [Act](#).
- (b) Where an employee is paid out accrued annual leave upon termination of employment, the employee will be paid the annual leave loading set out in clause 22.5(b).

## 22.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.10 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.10 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.10.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.10.

NOTE 3: An example of the type of agreement required by clause 22.10 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

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

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

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

Parental leave and related entitlements 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**

Clause 26 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

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

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

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document

issued by the police service, a court or family violence support service, or a statutory declaration.

## **27. Public holidays**

Clause 27 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] ([determination](#) in draft form).

- 27.1** Public holidays are provided for in the [NES](#).
- 27.2** Where an employee works on a public holiday they will be paid in accordance with clause 21.3.
- 27.3 Substitution of public holidays by agreement**
  - (a)** An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
  - (b)** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

## **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**

<b>Column 1</b> <b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</b> <b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

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

Clause 32 amended in accordance with [\[2019\] FWCFCB 2548](#) at [6] and [PR706896](#).

**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 sections 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

The classifications under this award are as follows.

### A.1 Aluminium Worker Grade 1—Entry

An Aluminium Worker Grade 1—Entry:

- A.1.1** undertakes standard induction and entry level training covering the following matters, so as to perform basic process and/or production tasks:
- (a) conditions of employment;
  - (b) health, safety and the environment;
  - (c) first aid; and
  - (d) work documentation procedures and quality control;
- A.1.2** must undertake the training necessary to perform simple tagging tasks necessary to ensure their own safety and that of other employees;
- A.1.3** must acquire the necessary licences associated with lifting, handling and conveying systems (including basic mobile equipment); and
- A.1.4** performs routine duties essentially of a manual nature and exercises judgment on limited tasks under direct supervision, including some combination of:
- (a) basic lifting, handling and transportation activities;
  - (b) monitoring and adjusting field equipment or process controls;
  - (c) collecting, preparing and basic testing of samples;
  - (d) maintaining accurate records; and
  - (e) cleaning and simple maintenance and servicing functions.

### A.2 Aluminium Worker Grade 2—Basic

An Aluminium Worker Grade 2—Basic:

- (a) has completed induction and entry level training;
- (b) competently carries out basic and semi-skilled work under close supervision in accordance with standard operating procedures and established criteria involving a defined range of plant, machinery, equipment and/or process functions, which may include:
  - (i) operating and non-trade servicing of mining trucks and other mobile equipment;
  - (ii) starting up, monitoring, adjusting, basic isolation and tagging and shutting down of plant, machinery and equipment; and
  - (iii) responding to malfunctions or anomalies in the production process.

### **A.3 Aluminium Worker Grade 3—Intermediate**

An Aluminium Worker Grade 3—Intermediate:

- (a) will competently carry out semi-skilled work on a broader range of plant, machinery, equipment and/or process functions than are carried out at Grade 2 or work at an advanced level on a defined range of plant, machinery, equipment and/or process functions, and will:
  - (i) utilise a range of quality control tools and computer-based process systems;
  - (ii) undertake intermediate isolation and tagging of plant for maintenance purposes;
  - (iii) undertake basic repairs and maintenance;
  - (iv) perform analysis of collected samples in the field;
  - (v) undertake mechanical and material handling tasks;
  - (vi) maintain materials and operating supply and stores systems; and
- (b) exercises discretion within their skill level, assists in providing basic instructional on the job training and is responsible for quality work subject to routine supervision.

### **A.4 Aluminium Worker Grade 4—Competent**

An Aluminium Worker Grade 4—Competent:

- (a) works from complex instructions and procedures to:
  - (i) perform work under general supervision at an elevated level beyond that specified in Grade 3 on a broad range of more complex plant, machinery, equipment and/or process functions, including the monitoring, operation and control of multiple manufacturing processes, including the identification and correction of problems and deviations, the instigation of corrective activities and solutions and the maintenance of operational targets; or
  - (ii) apply trade skills and knowledge acquired through completion of a trade certificate or equivalent qualification in a relevant trade so as to maximise the capacity, efficiency, reliability and availability of plant, machinery, works and equipment;
- (b) can plan and prioritise tasks, select equipment and appropriate procedures from known alternatives, work under limited supervision and take responsibility for the work of others;
- (c) must understand and apply more advanced quality control techniques;
- (d) must be capable of undertaking higher level isolation and tagging;
- (e) may be required to undertake advanced scaffolding and rigging work;

- (f) must exercise a high level of discretion and decision making capability;
- (g) must be capable of operating all equipment incidental to the work;
- (h) may be required to become involved in the delivery of more complex on the job training; and
- (i) is required to provide relief and assistance to Advanced Operators, including process controllers.

#### **A.5 Aluminium Worker Grade 5—Advanced**

An Aluminium Worker Grade 5—Advanced:

- (a) performs tasks which require in-depth skill or knowledge, or an integration of a broad range of skills:
  - (i) to a high degree of proficiency across the complete range of plant, equipment, machinery and process functions and systems in their operating area, in which case they are expected to take a role in decision making, problem solving and improvement initiatives and to work effectively without supervision by demonstrating and using well-developed interpersonal, communication and supervision skills to provide support, guidance and assistance to other employees and the team; or
  - (ii) that require the completion of a post trade certificate appropriate for this level or that involve the acquisition of equivalent competencies in a relevant trade by other means (such as in plant training or on the job experience);
- (b) is expected to contribute to the planning, prioritising and scheduling of work activities;
- (c) is capable of preparing reports and analysing equipment data;
- (d) may be required to plan and undertake complex multiple isolation and tagging procedures in preparation for group access; and
- (e) assists with the development and delivery of more formal training.

#### **A.6 Aluminium Worker Grade 6—Advanced Tradesperson**

An Aluminium Worker Grade 6—Advanced Tradesperson:

- (a) will have met all the requirements of a Grade 5 and is expected to:
  - (i) make a substantial contribution to the planning, prioritising and scheduling of work activities and have a comprehensive knowledge of the operating principles of the systems and equipment on which they are required to work;

- (ii) work effectively and autonomously across the complete range of plant, equipment, machinery and process functions and systems in their operating area; and
  - (iii) use relevant trade qualifications and additional knowledge acquired through a formal post trade qualification appropriate at this level or achievement of equivalent competencies by other means to install, repair, maintain, test, modify, commission and fault-find on complex plant, machinery and/or equipment;
- (b) will provide trade guidance;
  - (c) will assist in training others;
  - (d) will work under minimum supervision;
  - (e) will troubleshoot PLCs to an advanced level and adjust PLC programs to operating requirements; and
  - (f) will collect and analyse specific data for technical reporting.

#### **A.7 Aluminium Worker Grade 7—Trades Specialist**

An Aluminium Worker Grade 7—Trades Specialist:

- (a) must possess and use advanced and high precision trade skills so as to work at a more senior level than Grade 6 on plant, machinery and equipment involving often sophisticated mechanical, hydraulic, pneumatic and electrical components, circuitry and control systems, including undertaking high level diagnostic and fault-finding tasks;
- (b) must:
  - (i) hold and use a dual instrument/electrical (electronic) or equivalent dual trades qualification that is relevant to the operation; or
  - (ii) be accountable for the overall performance and reliability of designated plant, machinery and equipment under their management, including such things as the allocation of resources, in-depth predictive analysis and high level planning and scheduling.

#### **A.8 Aluminium Worker Grade 8—Dual Trade Instrument/Electrical Technician**

An Aluminium Worker Grade 8—Dual Trade Instrument/Electrical Technician:

- (a) holds and uses a dual instrument/electrical (electronic) qualification and a prescribed post trade certificate that is relevant to the operation and fully equips the tradesperson to perform at this level;
- (b) applies their higher level of knowledge and skills, including a comprehensive understanding of system logics and programs, to improve the performance, reliability and functionality of electrical and electronic systems as well as redesign field applications; and

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- (c) must be capable of undertaking small scale projects designed to modify and upgrade existing systems which can involve the preparation of drawings, supervision, installation and commissioning of the modified system.

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## Schedule B—Summary of Hourly Rates of Pay

Monetary rates updated as a result of AWR 2019 – changes not tracked.
Tables amended in accordance with <a href="#">[2019] FWCFCB 5409</a> at [248]–[254].

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

### B.1 Ordinary hourly rate

**Ordinary hourly rate** includes the work conditions and disability allowance (clause 18.2(b)) which is payable for all purposes.

### B.2 Full-time and part-time employees

#### B.2.1 Full-time and part-time non-shiftworkers—ordinary and penalty rates

Employee classification	Day	Saturday	Sunday	Public holiday
		<b>% of ordinary hourly rate <sup>1</sup></b>		
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Aluminium Worker Grade 1	21.23	31.85	42.46	53.08
Aluminium Worker Grade 2	22.23	33.35	44.46	55.58
Aluminium Worker Grade 3	23.05	34.58	46.10	57.63
Aluminium Worker Grade 4	23.72	35.58	47.44	59.30
Aluminium Worker Grade 5	25.24	37.86	50.48	63.10
Aluminium Worker Grade 6	26.81	40.22	53.62	67.03
Aluminium Worker Grade 7	28.07	42.11	56.14	70.18
Aluminium Worker Grade 8	29.17	43.76	58.34	72.93

**Commented [FWC1]:** (Weekly rate ÷ 38) in cl 17.1+ (all-purpose work conditions and disability allowance ÷ 38) in cl 18.2(b)

**Commented [FWC2]:** Relevant percentage in cl 21.2

**Commented [FWC3]:** See clause 21.3

<sup>1</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

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**B.2.2 Full-time and part-time continuous shiftworkers—ordinary and penalty rates**

Employee classification	Day	Afternoon and rotating night <sup>1</sup>	Permanent night <sup>1</sup>	Saturday	Sunday	Public holiday
	100%	100% + \$3.41 per hour	100% + \$6.81 per hour	150%	200%	250%
	% of ordinary hourly rate <sup>2</sup>					
Aluminium Worker Grade 1	21.23	24.64	28.04	31.85	42.46	53.08
Aluminium Worker Grade 2	22.23	25.64	29.04	33.35	44.46	55.58
Aluminium Worker Grade 3	23.05	26.46	29.86	34.58	46.10	57.63
Aluminium Worker Grade 4	23.72	27.13	30.53	35.58	47.44	59.30
Aluminium Worker Grade 5	25.24	28.65	32.05	37.86	50.48	63.10
Aluminium Worker Grade 6	26.81	30.22	33.62	40.22	53.62	67.03
Aluminium Worker Grade 7	28.07	31.48	34.88	42.11	56.14	70.18
Aluminium Worker Grade 8	29.17	32.58	35.98	43.76	58.34	72.93

**Commented [FWC4]:** Ordinary hourly rate + 15% or 30% of the standard hourly rate – see cl 21.1 and C.2.1

**Commented [FWC5]:** (Weekly rate ÷ 38) in cl 16.1+ (all-purpose work conditions and disability allowance ÷ 38) in cl 18.2(b).

<sup>1</sup>These amounts are treated as allowances as per clause 21.1

<sup>2</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

**B.2.3 Full-time and part-time employees (employees other than continuous shiftworkers)—overtime rates**

Employee classification	Monday to Saturday		Sunday – all day	Public holiday – all day
	First 3 hours	After 3 hours		
	<b>% of ordinary hourly rate<sup>1</sup></b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
Aluminium Worker Grade 1	31.85	42.46	42.46	53.08
Aluminium Worker Grade 2	33.35	44.46	44.46	55.58
Aluminium Worker Grade 3	34.58	46.10	46.10	57.63
Aluminium Worker Grade 4	35.58	47.44	47.44	59.30
Aluminium Worker Grade 5	37.86	50.48	50.48	63.10
Aluminium Worker Grade 6	40.22	53.62	53.62	67.03
Aluminium Worker Grade 7	42.11	56.14	56.14	70.18
Aluminium Worker Grade 8	43.76	58.34	58.34	72.93

**Commented [FWC6]:** (Weekly rate ÷ 38) in cl 16.1+ (all-purpose work conditions and disability allowance ÷ 38) in cl. 18.2(b).

**Commented [FWC7]:** Relevant percentage in cl 21.1.

<sup>1</sup> Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.

**B.2.4 Full-time and part-time continuous shiftworkers—overtime rates**

Employee classification	Monday to Sunday
	<b>200% of ordinary hourly rate<sup>1</sup></b>
	\$
Aluminium Worker Grade 1	42.46
Aluminium Worker Grade 2	44.46
Aluminium Worker Grade 3	46.10
Aluminium Worker Grade 4	47.44
Aluminium Worker Grade 5	50.48
Aluminium Worker Grade 6	53.62
Aluminium Worker Grade 7	56.14
Aluminium Worker Grade 8	58.34

**Commented [FWC8]:** Relevant percentage in cl 21.2.

<sup>1</sup> Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.

### B.3 Casual employees—ordinary and penalty rates

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.

Employee classification	Day	Afternoon and rotating night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate <sup>2</sup>					
	125%	125% + \$3.41 per hour <sup>1</sup>	125% + \$6.81 per hour <sup>1</sup>	175%	225%	275%
	\$	\$	\$	\$	\$	\$
Aluminium Worker Grade 1	26.54	29.95	33.35	37.15	47.77	58.38
Aluminium Worker Grade 2	27.79	31.20	34.60	38.90	50.02	61.13
Aluminium Worker Grade 3	28.81	32.22	35.62	40.34	51.86	63.39
Aluminium Worker Grade 4	29.65	33.06	36.46	41.51	53.37	65.23
Aluminium Worker Grade 5	31.55	34.96	38.36	44.17	56.79	69.41
Aluminium Worker Grade 6	33.51	36.92	40.32	46.92	60.32	73.73
Aluminium Worker Grade 7	35.09	38.50	41.90	49.12	63.16	77.19
Aluminium Worker Grade 8	36.46	39.87	43.27	51.05	65.63	80.22

**Commented [FWC9]:** Ordinary hourly rate + 25% for casual employees in cl 11.3

**Commented [FWC11]:** Relevant percentage in cl 21.2.

**Commented [FWC12]:** Relevant percentage in cl 21.3 + 25% casual loading.

**Commented [FWC10]:** Ordinary hourly rate + 25% casual loading + 15% or 30% of standard hourly rate.

<sup>1</sup>These amounts are treated as allowances as per clause 21.1

<sup>2</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

## Schedule C—Summary of Monetary Allowances

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

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

### C.1 Wage-related allowances (weekly standard rate):

C.1.1 The following wage-related allowances are based on the weekly standard rate defined in ~~Schedule G—Definitions~~ clause 2—Definitions as the minimum weekly wage rate for an Aluminium Worker Grade 4 in clause 16.1 = **\$862.50**. These rates are to be paid in accordance with the clause 18—Allowances.

Allowance	Clause	% of standard rate (\$862.50)	\$ per week	Payable
Work conditions and disability allowance <sup>1</sup>	18.2(b)	4.5	38.81	<u>per week</u>
First aid allowance	18.3	2.0	17.25	<u>per week</u>
Leading hand allowance, in charge of:	18.4			
3 to 10 employees		4.4	37.95	<u>per week</u>
11 to 20 employees		5.6	48.30	<u>per week</u>
More than 20 employees		7.5	64.69	<u>per week</u>

<sup>1</sup> This allowance applies for all purposes of this award

### C.2 Wage-related allowances (hourly standard rate):

C.2.1 The following wage-related allowances in this award are based on the standard rate as defined in ~~clause Schedule G—Definitions~~ clause 2—Definitions as the minimum weekly wage rate for an Aluminium Worker Grade 4 in clause 16.1, divided by 38 = **\$22.70**.

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Allowance	Clause	% of standard rate (\$22.04)	\$ <del>per hour</del>	<u>Payable</u>
Afternoon shift or rotating night shift—Monday to Friday	21.1(a)	15	3.41	<u>per hour</u>
Permanent night shift—Monday to Friday	21.1(b)	30	6.81	<u>per hour</u>

**C.2.2 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.3 Expense-related allowances:**

**C.3.1** The following expense-related allowances are to be paid in accordance with clause 18—Allowances and will be adjusted by reference to the Consumer Price Index (CPI):

Allowance	Clause	\$	<u>Payable</u>
Meal allowance—overtime	18.5	16.93 <del>per occasion</del>	<u>per occasion</u>
Tool allowance	18.6	15.25 <del>per week</del>	<u>per week</u>

**C.3.2 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 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	Take-away and fast foods sub-group
Tool	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

## Schedule D—School-based Apprentices

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

## Schedule E—Supported Wage System

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

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

**E.2** In this schedule:

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

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

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

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

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

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

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

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

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

### **E.4 Supported wage rates**

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



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

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

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

## **E.5 Assessment of capacity**

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

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

## **E.6 Lodgement of SWS wage assessment agreement**

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

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

## **E.7 Review of assessment**

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

## **E.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **E.9 Workplace adjustment**

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

## **E.10 Trial period**

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

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

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

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

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

**Schedule F—Agreement 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 G—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 H—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\_\_