



DRAFT DETERMINATION

Fair Work Act 2009

s.158—Application to vary or revoke a modern award

**Health Services Union, Australian Nursing and Midwifery Federation,
Virginia Ellis and ors—Work value case—Aged care industry**

(AM2020/99 & AM2021/63)

AGED CARE AWARD 2010

[MA000018]

Aged care industry

DEPUTY PRESIDENT ASBURY

DEPUTY PRESIDENT O'NEILL

COMMISSIONER BISSETT

BRISBANE, XX MONTH 2023

*Applications to vary modern awards – work value – aged care industry – Aged Care Award
2010 – interim increase.*

A. Further to the Full Bench decision issued by the Fair Work Commission on XX MONTH 2023 [[2023] FWCFB XXXX], the above award is varied as follows:

1. By deleting the words “Aged care employee—level 6 in clause 14—Minimum weekly wages” appearing in the definition of “standard rate” in clause 2 and inserting “Aged care employee—general—level 6 in clause 0”.

2. By deleting clause 14.1 and inserting the following:

14.1 Aged care employee—general

The following minimum wages apply to employees in the classifications listed in clause B.1, other than senior food services employees paid in accordance with clause 14.2.

Classification	Per week
	\$
Aged care employee—general—level 1	861.40
Aged care employee—general—level 2	895.50
Aged care employee—general—level 3	929.90
Aged care employee—general—level 4	940.90

Classification	Per week
	\$
Aged care employee—general—level 5	972.80
Aged care employee—general—level 6	1025.20
Aged care employee—general—level 7	1043.60

3. By renumbering clauses 14.2 to 14.5 as clauses 14.4 to 14.7.
4. By inserting a new clause 14.2 as follows:

14.2 Aged care employee—general—most senior food services employee

The following minimum wages apply to an employee in the classifications Aged care employee—general—levels 4 to 7 listed in clause B.1, if that employee is the single most senior food services employee engaged by any employer at the facility or site.

Classification	Per week
	\$
Aged care employee—general—level 4	1082.00
Aged care employee—general—level 5	1118.70
Aged care employee—general—level 6	1179.00
Aged care employee—general—level 7	1200.10

5. By inserting a new clause 14.3 as follows:

14.3 Aged care employee—direct care

The following minimum wages apply to employees in the classifications listed in clause B.2.

Classification	Per week
	\$
Aged care employee—direct care—level 1	990.60
Aged care employee—direct care—level 2	1029.80
Aged care employee—direct care—level 3	1069.40
Aged care employee—direct care—level 4	1082.00
Aged care employee—direct care—level 5	1118.70
Aged care employee—direct care—level 6	1179.00
Aged care employee—direct care—level 7	1200.10

6. By deleting the words “Level 4” appearing above the table in renumbered clause 14.4 and inserting “the minimum wage for an aged care employee—general—level 4 in clause 14.1”.

7. By deleting the words “Level 4” appearing above the table in renumbered clause 14.5(a) and inserting “the minimum wage for an aged care employee—general—level 4 in clause 14.1”.
8. By deleting the words “Level 4” appearing above the table in renumbered clause 14.5(b) and inserting “the minimum wage for an aged care employee—general—level 4 in clause 14.1”.
9. By deleting the words “Level 4” appearing in renumbered clause 14.6(a) and inserting the words “aged care employee—general—level 4 in clause 14.1”.
10. By deleting the cross reference to “clause 14.1” in renumbered clause 14.6(c) and inserting “clauses 14.1 to 14.3”.
11. By deleting Schedule B—Classification Definitions and inserting the following:

Schedule B—Classification Definitions

Note: Any dispute about the classification of a particular employee may be referred to the Fair Work Commission in accordance with clause 9 of this award.

B.1 Aged care employee—general

NOTE: Minimum wages for the classifications listed in clause B.1 are provided in clause 14.1, however, as set out in clause 14.2, a higher rate applies for Aged care employee—general—levels 4 to 7 if that employee is the single most senior food services employee engaged by any employer at the facility or site.

B.1.1 Aged care employee—general—level 1

Entry level:

An employee who has less than three months’ work experience in the industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk	Food services assistant	No indicative task

Laundry hand
Cleaner
Assistant gardener

B.1.2 Aged care employee—general—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (between 3 months' and less than 1 year's service)	Food services assistant	No indicative task
Laundry hand		
Cleaner		
Gardener (non-trade)		
Maintenance/Handyperson (unqualified)		
Driver (less than 3 ton)		

B.1.3 Aged care employee—general—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);

- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (second and subsequent years of service)	Cook	No indicative task
Receptionist		
Pay clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		

B.1.4 Aged care employee—general—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Senior clerk	Senior cook	No indicative task
Senior receptionist	(trade)	
Maintenance/Handyperson (qualified)		
Driver (3 ton and over)		
Gardener (trade or TAFE Certificate III or above)		

B.1.5 Aged care employee—general—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability; works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	No indicative task

B.1.6 Aged care employee—general—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and

- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef	No indicative task

B.1.7 Aged care employee—general—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor	No indicative task

B.2 Aged care employee—direct care

B.2.1 Aged care employee—direct care—level 1

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

Personal care

No indicative task

B.2.2 Aged care employee—direct care—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 1

B.2.3 Aged care employee—direct care—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 2

Recreational/Lifestyle activities officer (unqualified)

B.2.4 Aged care employee—direct care—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills;
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and
- in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 3

B.2.5 Aged care employee—direct care—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 4

B.2.6 Aged care employee—direct care—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and

- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

No indicative task

B.2.7 Aged care employee—direct care—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker grade 5

12. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation on 30 June 2023. In accordance with s.166(5) of the *Fair Work Act 2009* this determination does not take effect in relation to a particular employee until the start of the employee's first full pay period that starts on or after 30 June 2023.

DEPUTY PRESIDENT

Aged Care Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 January 2023 ([PR748510](#)).

Clause(s) affected by the most recent variation(s):

Schedule X—Additional Measures During the COVID-19 Pandemic

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/251](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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Part 1—Application and Operation

1. Title

This award is the *Aged Care Award 2010*.

2. Commencement and transitional

[Varied by [PR988396](#), [PR542138](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542138](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542138](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542138](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR995161](#), [PR994419](#), [PR997772](#), [PR503620](#), [PR509796](#), [PR544794](#), [PR545985](#), [PR733830](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994419](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544794](#) ppc 01Jan14]

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

[Definition of **aged care industry** varied by [PR509796](#) ppc 23May11]

aged care industry means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility

[Definition of **agreement-based transitional instrument** inserted by [PR994419](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **apprentice** inserted by [PR544794](#) ppc 01Jan14]

apprentice means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority

[Definition of **award-based transitional instrument** inserted by [PR994419](#) from 01Jan10]

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **casual employee** inserted by [PR733830](#) from 27Sep21]

casual employee has the meaning given by section 15A of the [Act](#)

[Definition of **Commission** deleted by [PR994419](#) from 01Jan10]

[Definition of **day shift** inserted by [PR995161](#) ppc 23Mar10]

day shift means a shift worked between 6.00 am and 6.00 pm Monday to Friday

[Definition of **default fund employee** inserted by [PR545985](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545985](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503620](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503620](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994419](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994419](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994419](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994419](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **enterprise NAPSA** deleted by [PR994419](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR545985](#) ppc 01Jan14]

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

[Definition of **MySuper product** inserted by [PR545985](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994419](#) from 01Jan10]

[Definition of **NES** substituted by [PR994419](#) from 01Jan10]

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994419](#) from 01Jan10]

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

[Definition of **regular casual employee** inserted by [PR733830](#) from 27Sep21]

regular casual employee has the meaning given by section 12 of the [Act](#)

standard rate means the minimum wage for an ~~Aged care employee—level 6 in clause 14—Minimum weekly wages~~ Aged care employee—general—level 6 in clause 14.1.

[Definition of **transitional minimum wage instrument** inserted by [PR994419](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR994419](#), [PR544794](#)]

4.1 This industry award covers employers throughout Australia in the aged care industry and their employees in the classifications listed in clause 14—Minimum weekly wages, to the exclusion of any other modern award.

4.2 The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994419](#) from 01Jan10]

4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.4, 4.5 and 4.6 inserted by [PR994419](#) from 01Jan10]

4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.6 substituted by [PR544794](#) ppc 01Jan14]

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

[4.4 renumbered as 4.7 by [PR994419](#) from 01Jan10]

4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed

by the employee and to the environment in which the employee normally performs the work.

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

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

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

7. Individual flexibility arrangements

[Varied by [PR542138](#); 7—Award flexibility renamed and substituted by [PR610178](#) ppc 01Nov18]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** 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.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

- 7.6** 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.
- 7.7** 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.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).
- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610178](#) ppc 01Nov18]

8.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (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.

8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

8.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

8.5 In clause 8:

significant effects, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations;
or
- (g) job restructuring.

8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610178](#) ppc 01Nov18]

8A.1 Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

8A.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (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.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR994419](#), [PR542138](#); substituted by [PR610178](#) ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

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

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 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.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

[Varied by [PR995161](#), [PR502652](#), [PR700532](#), [PR723844](#), [PR733830](#)]

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

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

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employees

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22.1 of this award.

10.3 Part-time employees

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

[10.3(c) substituted by [PR995161](#) ppc 23Mar10]

- (c) Any agreed variation to the hours of work will be in writing.

- (d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

[10.3(e) replaced by [PR502652](#) from 01Jan10]

- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.

10.4 Casual employees

[10.4(a) substituted by [PR733830](#) from 27Sep21]

- (a) A casual employee may work up to and including 38 ordinary hours per week.

[10.4(b) varied by [PR723844](#) ppc 01Mar21]

- (b) A casual employee will be paid per ordinary hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.

[10.4(c) inserted by [PR723844](#) ppc 01Mar21]

- (c) When a casual employee works overtime, they must be paid the overtime rates in clause 25.1(c).

10.5 Offers and requests for casual conversion

[10.5 inserted by [PR700532](#); substituted and renamed by [PR733830](#) from 27Sep21]

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the [NES](#).

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 9—Dispute resolution.

11. Termination of employment

[11 substituted by [PR610178](#) ppc 01Nov18]

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

11.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 11.3** The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR994419](#), [PR503620](#), [PR561478](#); substituted by [PR706889](#) ppc 03May19]

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

12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 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 paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 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.

12.3 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 paragraph (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 paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

Part 4—Minimum Wages and Related Matters

13. Classifications

[Varied by [PR988396](#), [PR509049](#)]

All employees covered by this award must be classified according to the structure and definitions set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum weekly wages

[14 substituted by [PR997899](#), [PR509049](#), [PR522880](#), [PR536683](#), [PR544794](#) ppc 01Jan14; varied by [PR551606](#), [PR559223](#), [PR566686](#), [PR579779](#), [PR529114](#), [PR606342](#), [PR707428](#), [PR718835](#), [PR729273](#), [PR733830](#), [PR740693](#)]

14.1 ~~Minimum wages—Aged Care Employee—general~~

[14.1 varied by [PR551606](#), [PR566686](#), [PR579779](#), [PR529114](#), [PR606342](#), [PR707428](#), [PR718835](#), [PR729273](#), [PR740693](#) ppc 01Jul22]

The following minimum wages apply to employees in the classifications listed in clause B.1, other than senior food services employees paid in accordance with clause 14.2.

Classification	Per week
	\$
Aged care employee— <u>general</u> —level 1	861.40
Aged care employee— <u>general</u> —level 2	895.50
Aged care employee— <u>general</u> —level 3	929.90
Aged care employee— <u>general</u> —level 4	940.90
Aged care employee— <u>general</u> —level 5	972.80
Aged care employee— <u>general</u> —level 6	1025.20
Aged care employee— <u>general</u> —level 7	1043.60

14.2 Aged care employee—general—most senior food services employee

The following minimum wages apply to an employee in the classifications Aged care employee—general—levels 4 to 7 listed in clause B.1, if that employee is the single most senior food services employee engaged by any employer at the facility or site.

<u>Classification</u>	<u>Per week</u>
	<u>\$</u>
<u>Aged care employee—general—level 4</u>	<u>1082.00</u>
<u>Aged care employee—general—level 5</u>	<u>1118.70</u>
<u>Aged care employee—general—level 6</u>	<u>1179.00</u>
<u>Aged care employee—general—level 7</u>	<u>1200.10</u>

14.3 Aged care employee—direct care

The following minimum wages apply to employees in the classifications listed in clause B.2.

<u>Classification</u>	<u>Per week</u>
	<u>\$</u>
<u>Aged care employee—direct care—level 1</u>	<u>990.60</u>
<u>Aged care employee—direct care—level 2</u>	<u>1029.80</u>
<u>Aged care employee—direct care—level 3</u>	<u>1069.40</u>

<u>Classification</u>	<u>Per week</u>
	<u>\$</u>
<u>Aged care employee—direct care—level 4</u>	<u>1082.00</u>
<u>Aged care employee—direct care—level 5</u>	<u>1118.70</u>
<u>Aged care employee—direct care—level 6</u>	<u>1179.00</u>
<u>Aged care employee—direct care—level 7</u>	<u>1200.10</u>

14.214.4 Cooking apprentices

An employee apprenticed in the cooking trade will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	55	55
2nd year	65	65
3rd year	80	80
4th year	95	95

14.314.5 Gardening apprentices

(a) An employee apprenticed in the gardening and landscaping trade will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	50	52.5
2nd year	60	65
3rd year	75	75
4th year	95	95

(b) An employee apprenticed in the gardening and landscaping trade on or after 1 January 2015 will be paid the percentage of the minimum wage for an aged

~~care employee—general—Level 4~~ wage in clause 14.1 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

14.414.6 Adult apprentices

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for ~~aged care employee—general—Level 4~~ in clause 14.1, or the rate prescribed by clause ~~14.314.2~~ or ~~14.514.3~~ for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1 or the rate prescribed by the relevant apprenticeship clause ~~14.414.2~~ or ~~14.514.3~~ for the relevant year of the apprenticeship, whichever is the greater.

[14.4(c) varied by [PR733830](#) from 27Sep21]

- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clauses 14.1 to 14.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

14.514.7 Apprentice conditions of employment

[14.5—Apprentice conditions of employment inserted by [PR559223](#) ppc 01Jan15]

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (c) For the purposes of clause ~~14.7(b)~~~~14.5(b)~~ above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under clause ~~14.7(b)~~~~14.5(b)~~ may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under ~~14.7(e)~~~~14.7(e)~~ by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.
- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

15. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR988396](#), [PR994419](#), [PR998128](#), [PR502624](#), [PR509171](#), [PR523001](#), [PR536804](#), [PR551727](#), [PR566828](#), [PR579523](#), [PR592276](#), [PR606500](#), [PR704095](#), [PR707625](#), [PR718990](#), [PR729458](#), [PR740866](#)]

15.1 Adjustment of expense related allowances

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

[15.1(b) substituted by [PR994419](#) from 01Jan10; varied by [PR523001](#) ppc 01Jul12]

- (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 CPI figure
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

15.2 Clothing and equipment

[15.2(c) varied by [PR502624](#) from 01Jan10]

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

15.3 Leading hand allowance

- (a) A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

[15.3(b) varied by [PR994419](#) from 01Jan10]

- (b) A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

Leading hand in charge of:	% of <u>standard rate</u>
2-5 other employees	2.67
6-10 other employees	3.81
11-15 other employees	4.81
16 or more other employees	5.88

- (c) This allowance will be part of salary for all purposes of this award.
- (d) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

15.4 Meal allowance

[15.4(a) varied by [PR998128](#), [PR509171](#), [PR523001](#), [PR536804](#), [PR551727](#), [PR566828](#), [PR579523](#), [PR592276](#), [PR606500](#), [PR704095](#), [PR707625](#), [PR718990](#), [PR729458](#), [PR740866](#) ppc 01Jul22]

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$14.10 in addition to any overtime payment as follows:
- (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

[15.4(a)(ii) varied by [PR718990](#), [PR729458](#), [PR740866](#) ppc 01Jul22]

- (ii) Provided that where such overtime work exceeds four hours a further meal allowance of \$12.71 will be paid.
- (b) Clause 15.4(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request meal allowance will be paid on the same day as overtime is worked.

15.5 Nauseous work allowance

- (a) An allowance of 0.05% of the standard rate per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum of 0.27% of the standard rate for work performed in any week.
- (b) Notwithstanding the provisions of clause 15.5(a), a nauseous allowance is not payable by an employer who, at 1 January 2010, was not obliged to pay such an allowance under the terms of an award based transitional instrument. This subclause will only operate until 1 January 2011.

15.6 Tool allowance

[15.6 varied by [PR998128](#), [PR579523](#), [PR592276](#), [PR718990](#), [PR729458](#), [PR740866](#) ppc 01Jul22]

A tool allowance of \$12.55 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

15.7 Travelling, transport and fares

[15.7(a) varied by [PR523001](#), [PR536804](#), [PR551727](#), [PR718990](#), [PR740866](#) ppc 01Jul22]

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.92 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.7(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

16. District allowances

[Varied by [PR994419](#), [PR503620](#); deleted by [PR561478](#) ppc 05Mar15]

17. Payment of wages

[Varied by [PR721749](#)]

[Paragraph numbered as 17.1 by [PR994419](#) from 01Jan10]

17.1 Wages are to be paid weekly or fortnightly.

17.2 Method of payment

[17.1 renumbered as 17.2 by [PR994419](#) from 01Jan10]

Subject to clause 17.4, by no later than payday, wages must be paid by cash or electronic funds transfer, the latter into the bank or financial institutional account nominated by the employee.

17.3 Payment on termination of employment

[17.2 renumbered as 17.3 by [PR994419](#) from 01Jan10; 17.3—Termination renamed and substituted by [PR721749](#) ppc 26Aug20]

- (a) When notice of termination of employment has been given by an employee in accordance with clause 11.1, or an employee's services have been terminated by an employer who has provided them with notice in accordance with the [NES](#), payment of all wages and other monies owing to an employee will be made to the employee by no later than the last day of the formal notice period.

- (b) In all other circumstances, the employer must pay all wages and other monies owing to an employee by no later than 7 days after the day on which the employee's employment terminates.
- (c) The requirement to pay wages and other amounts under clauses 17.3(a) and (b) 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 required minimum period of notice or "has paid" to the employee payment instead of giving them notice.

NOTE 2: Clause 17.3(c) allows the Commission to make an order delaying the requirement to make a payment under clause 17.3(a) or 17.3(b). For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

17.4 Delay

[17.3 renumbered as 17.4 by [PR994419](#) from 01Jan10]

Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause, for example bank error or delay.

18. Accident pay

[Varied by [PR994419](#), [PR503620](#); deleted by [PR561478](#) ppc 05Mar15]

19. Supported wage system

[Varied by [PR988396](#)]

See Schedule C

20. National training wage

[Varied by [PR988396](#); substituted by [PR593814](#) ppc 01Jul17; varied by [PR606342](#), [PR707428](#), [PR720159](#), [PR718835](#), [PR723827](#), [PR729273](#), [PR740693](#)]

[20.1 varied by [PR720159](#) ppc 18Jun20]

20.1 Schedule E to the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for employees undertaking traineeships.

[20.2 varied by [PR606342](#), [PR707428](#), [PR720159](#) ppc 18Jun20, [PR723827](#), [PR729273](#), [PR740693](#) ppc 01Jul22]

20.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2022. Provided that any reference to "this award" in Schedule E to the

Miscellaneous Award 2020 is to be read as referring to the *Aged Care Award 2010* and not the *Miscellaneous Award 2020*.

[20.3 inserted by [PR718835](#) ppc 01Jul20; deleted by [PR723827](#) ppc 01Nov20]

21. Superannuation

[Varied by [PR990530](#), [PR995161](#), [PR994419](#), [PR526089](#), [PR530211](#), [PR533378](#), [PR545985](#)]

21.1 Superannuation legislation

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

21.2 Employer contributions

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

21.3 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 21.2.
- (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 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

[21.4 varied by [PR994419](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation

contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);

[21.4(d) deleted by [PR545985](#) ppc 01Jan14]

[21.4(e) substituted by [PR533378](#) ppc 22Jan13; renumbered as 21.4(d) by [PR545985](#) ppc 01Jan14]

- (d) Catholic Super (CSF);

[21.4(f) renumbered as 21.4(e) by [PR545985](#) ppc 01Jan14]

- (e) Mercy Super;

[21.4(g) renumbered as 21.4(f) by [PR545985](#) ppc 01Jan14]

- (f) Sunsuper;

[21.4(h) renumbered as 21.4(g) by [PR545985](#) ppc 01Jan14]

- (g) Tasplan;

[21.4(i) substituted by [PR530211](#) ppc 26Oct12; renumbered as 21.4(h) by [PR545985](#) ppc 01Jan14]

- (h) CareSuper;

[21.4(j) varied by [PR995161](#) ppc 23Mar10, [PR526089](#) ppc 09Jul12; renumbered as 21.4(i) by [PR545985](#) ppc 01Jan14]

- (i) NGS Super;

[21.4(k) inserted by [PR995161](#) ppc 23Mar10; renumbered as 21.4(j) by [PR545985](#) ppc 01Jan14]

- (j) AustralianSuper;

[21.4(k) renumbered as 21.4(l) by [PR995161](#), 21.4(l) renumbered as 21.4(k) and varied by [PR545985](#) ppc 01Jan14]

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

[New 21.4(l) inserted by [PR545985](#) ppc 01Jan14]

- (l) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Hours of Work and Related Matters

22. Ordinary hours of work and rostering

[Varied by [PR995161](#), [PR994419](#), [PR509796](#), [PR700643](#), [PR713505](#)]

22.1 Ordinary hours of work

The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per four week period, and will be worked either:

- (a) in a period of 28 calendar days of not more than 20 work days in a roster cycle;
- (b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
- (c) eight hours on a day shift or 10 hours on a night shift.

22.2 Span of hours

- (a) The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

[22.2(b) varied by [PR994419](#) from 01Jan10]

- (b) A shiftworker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined in clause 22.2(a).

22.3 Rostered days off

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

22.4 Rest breaks between rostered work

- (a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

22.5 Accumulation and taking of accrued days off (ADOs)

- (a) This clause will only apply to full-time employees.
- (b) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in clause 22.1, ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (c) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- (d) The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be

consecutive with the rostered days off prescribed in clause 22.3 above. ADOs will not be rostered on public holidays.

22.6 Rosters

- (a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to clause 22.6(b) below.

[22.6(b) deleted by [PR509796](#) ppc 23May11]

[22.6(c) renumbered as 22.6(b) by [PR509796](#) ppc 23May11]

- (b) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.

[22.6(d) renumbered as 22.6(c) by [PR509796](#) ppc 23May11]

- (c) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.

[22.6(e) renumbered as 22.6(d) by [PR509796](#) ppc 23May11]

- (d) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

[22.6(f) renumbered as 22.6(e) by [PR509796](#) ppc 23May11]

- (e) Where practicable, ADOs will be displayed on the roster.

[New 22.6(f) inserted by [PR700643](#) ppc 01Oct18]

- (f) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.

[22.6(g) renumbered as 22.6(f) by [PR509796](#), 22.6(f) renumbered as 22.6(g) by [PR700643](#) ppc 01Oct18]

- (g) This clause will not apply to hostel supervisors.

22.7 Minimum engagements

- (a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.

[22.7(b) substituted by [PR509796](#) ppc 23May11]

- (b) Permanent part-time and casual employees will receive a minimum payment of two hours for each engagement.

[22.7(c) varied by [PR994419](#); deleted by [PR509796](#) ppc 23May11]

[22.7(d) renumbered as 22.7(c) by [PR509796](#) ppc 23May11]

- (c) Subject to clause 22.8, except for meal breaks, the hours of work on any day will be continuous.

22.8 Broken shifts

With respect to broken shifts:

- (a) **Broken shift** for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.

[22.8(b) varied by [PR995161](#) ppc 23Mar10]

- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.

[22.8(c) varied by [PR994419](#) from 01Jan10]

- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 25—Overtime penalty rates and 26—Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

[22.8(f) inserted by [PR713505](#) ppc 25Oct19]

- (f) Each portion of the shift must meet the minimum engagement requirements in clause 22.7(b).

22.9 Sleepovers

Employees may, in addition to normal rostered shifts, be required to sleepover. A **sleepover** means sleeping in at night in order to be on call for emergencies.

The following conditions will apply to each night of sleepover:

- (a) The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.
- (b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.
- (c) Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.

[22.9(d) varied by [PR994419](#) from 01Jan10]

- (d) In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of 5.2% of the [standard rate](#) for each night on which they sleep over.
- (e) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
- (f) An employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 22.9(d).
- (g) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:
 - (i) All time worked by full-time employees during any sleepover will be paid for at overtime rates.
 - (ii) All time worked by permanent part-time employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
 - (iii) All time worked by casual employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
 - (iv) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 22.9(j) will apply.
- (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- (i) No employee will be required to sleepover during any part of their rostered days off or ADOs.
- (j) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times will, subject to this clause, be released after completion of such work until they have had eight consecutive

hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the employer, such an employee resumes or continues to work without having eight consecutive hours off duty, the employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty. In no case will casual employees be used exclusively, or almost exclusively, for sleepovers.

Nothing in this clause will preclude the employer from rostering an employee to work shiftwork instead of undertaking sleepovers.

23. Saturday and Sunday work

[Varied by [PR995161](#), [PR713505](#)]

- 23.1** Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26—Shiftwork.

[23.2 substituted by [PR995161](#), [PR713505](#) ppc 01Jul20]

- 23.2** A casual employee who works on a weekend will be paid the following rates:
 - (a) between midnight Friday and midnight Saturday – 175% of the ordinary hourly rate; and
 - (b) between midnight Saturday and midnight Sunday – 200% of the ordinary hourly rate.

[23.3 inserted by [PR713505](#) ppc 01Jul20]

- 23.3** The rates prescribed in clause 23.2 will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b).

24. Breaks

[Varied by [PR995161](#)]

24.1 Meal breaks

- (a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.

[24.1(b) varied by [PR994419](#); substituted by [PR995161](#) ppc 23Mar10]

- (b) Where an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for all time

worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.

24.2 Tea breaks

- (a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- (d) Tea breaks will count as time worked.

25. Overtime penalty rates

[Varied by [PR995161](#), [PR994419](#), [PR995661](#), [PR584066](#), [PR723844](#)]

25.1 Overtime rates

(a) Full-time employees

[25.1(a) substituted by [PR723844](#) ppc 01Mar21]

- (i) A full-time employee will be paid the following for all work done in addition to their rostered ordinary hours on any day:
 - (A) for all authorised overtime on Monday to Friday, payment will be made at the rate of **150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** after two hours;
 - (B) for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of **200%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) for all authorised overtime on a public holiday, payment will be made at the rate of **250%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 26.1.

(b) Part-time employees

[25.1(b) renamed by [PR995161](#); renamed and substituted by [PR723844](#) ppc 01Mar21]

- (i) All time worked by a part-time employee in excess of 38 hours per week or 76 per fortnight will be paid at the following rates:

- (A) Monday to Friday—**150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
 - (B) Saturday and Sunday—**200%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) Public holidays—**250%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) All time worked by a part-time employee which exceeds 10 hours per day, will be paid for at the following rates:
- (A) Monday to Saturday—**150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
 - (B) Sunday—**200%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) Public holidays—**250%** of the hourly rate (plus any all-purpose allowance payable).
- (iii) All time worked in excess of a part-time employee's rostered hours on any one day (unless an agreement has been entered into under clause 10.3(c)), will be overtime and paid at the rates prescribed by clause 25.1(b)(i).

(c) Casual employees

[25.1(c) varied by [PR995161](#); deleted by [PR584066](#) ppc 22Aug16]

[New 25.1(c) inserted by [PR723844](#) ppc 01Mar21]

- (i) A casual employee will be paid for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:
- (A) Monday to Friday—**187.5%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **250%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
 - (B) Saturday and Sunday—**250%** of the hourly rate (plus any all-purpose allowance payable); and
 - (C) Public holidays—**312.5%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) A casual employee will be paid the following rates for all time worked in excess of 10 hours per day:
- (A) Monday to Saturday—**187.5%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **250%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
 - (B) Sunday—**250%** of the hourly rate (plus any all-purpose allowance payable); and

- (C) Public holidays—**312.5%** of the hourly rate (plus any all-purpose allowance payable).

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 10.4(b) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for full-time and part-time employees prescribed by clauses 25.1(a) and 25.1(b).

(d) Rest period after overtime

[25.1(d) renumbered as 25.1(c) by [PR584066](#) ppc 22Aug16; 25.1(c) renumbered as 25.1(d) by [PR723844](#) ppc 01Mar21]

- (i) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

[25.1(d)(ii) varied by [PR723844](#) ppc 01Mar21]

- (ii) If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of **200%** of the hourly rate (plus any all-purpose allowance payable) until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(e) Recall to work overtime

[25.1(e) renumbered as 25.1(d) by [PR584066](#) ppc 22Aug16; 25.1(d) renumbered as 25.1(e) by [PR723844](#) ppc 01Mar21]

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.

(f) Rest break during overtime

[25.1(f) renumbered as 25.1(e) by [PR584066](#) ppc 22Aug16; 25.1(e) renumbered as 25.1(f) by [PR723844](#) ppc 01Mar21]

- (i) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.

[25.1(f)(ii) varied by [PR994419](#) from 01Jan10]

- (ii) The meals referred to in clause 25.1(f)(i) will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal

allowance, as prescribed in clause 15.4 will be paid to the employee concerned.

25.2 Time off instead of payment for overtime

[25.2 inserted by [PR584066](#) ppc 22Aug16]

- (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 25.2.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 25.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 25.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 25.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (h) The employer must keep a copy of any agreement under clause 25.2 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 25.2 will apply, including the requirement for separate written agreements under paragraph (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 25.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.2.

26. Shiftwork

[Varied by [PR995161](#)]

26.1 Shift allowances and penalty rates

[26.1 varied by [PR995161](#) ppc 23Mar10]

Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm.

- (a) Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate
- (b) Afternoon shift commencing at 1.00 pm and before 4.00 pm—12.5% of the ordinary hourly rate
- (c) Night shift commencing at 4.00 pm and before 4.00 am—15% of the ordinary hourly rate
- (d) Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate

[26.2 inserted by [PR995161](#) ppc 23Mar10]

- 26.2** An employee entitled to a shift allowance under clause 26.1, will be paid the shift allowance for the entire shift.

[26.3 inserted by [PR995161](#) ppc 23Mar10]

26.3 For the purposes of clause 26.1, “ordinary hourly rate” means the appropriate weekly rate divided by 38.

27. Higher duties

27.1 An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) a full day or shift where the time so worked exceeds two hours.

27A. Requests for flexible working arrangements

[27A inserted by [PR701412](#) ppc 01Dec18]

27A.1 Employee may request change in working arrangements

Clause 27A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 27A is an addition to s.65.

27A.2 Responding to the request

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

- (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 s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

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

27A.3 What the written response must include if the employer refuses the request

Clause 27A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 27A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 27A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

27A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 27A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

27A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 27A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

28. Annual leave

[Varied by [PR994419](#), [PR995161](#), [PR997021](#), [PR582952](#)]

[Preamble numbered as 28.1 by [PR994419](#) from 01Jan10]

28.1 Annual leave is provided for in the NES. This clause contains additional provisions.

28.2 Quantum of annual leave

[28.1 renumbered as 28.2 by [PR994419](#) ppc 01Jan10; 28.2 substituted by [PR997021](#) from 01Jan10]

- (a) For the purposes of the NES a shiftworker is defined as:
 - (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 22.2(a); and/or
 - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.

- (b) For the purpose of the clause 28.2(a), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

[28.1(c) inserted by [PR995161](#); 28.2(c) deleted by [PR582952](#) ppc 29Jul16]

28.3 Annual leave loading

[28.2 renumbered as 28.3 by [PR994419](#) from 01Jan10]

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5 % of their ordinary rate of pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

28.4 Annual leave in advance

[28.4 inserted by [PR582952](#) ppc 29Jul16]

- (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 the leave is to be 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 28.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 28.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.5 Cashing out of annual leave

[28.5 inserted by [PR582952](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.5.

- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.5 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 28.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (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 28.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.5.

Note 3: An example of the type of agreement required by clause 28.5 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

28.6 Excessive leave accruals: general provision

[28.6 inserted by [PR582952](#) ppc 29Jul16]

Note: Clauses 28.6 to 28.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 28.2(a)).
- (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 28.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- (d) Clause 28.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[28.7 inserted by [PR582952](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (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 28.6, 28.7 or 28.8 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) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (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) may result in the direction ceasing to have effect. See clause 28.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

28.8 Excessive leave accruals: request by employee for leave

[28.8 inserted by [PR582952](#); substituted by [PR582984](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 28.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (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 28.7(a) that, when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 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) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 28.2(a)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

29. Public holidays

[Varied by [PR995161](#), [PR559823](#), [PR561875](#), [PR713505](#); [PR747559](#)]

[Paragraph numbered as 29.1 by [PR994419](#) from 01Jan10]

29.1 Public holidays are provided for in the NES. This clause contains additional provisions.

29.2 Payment for working on a public holiday

[29.1 renumbered as 29.2 by [PR994419](#) from 01Jan10]

(a) Full-time day workers

[29.2(a) varied by [PR995161](#) ppc 23Mar10; corrected by [PR559823](#) ppc 23Mar10, [PR561875](#) ppc 23Mar10]

A full-time employee who will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or

[29.2(a)(ii) varied by [PR747559](#) ppc 14Nov22]

- (ii) have the same number of hours worked added to their annual leave.

- The election in clauses 29.2(a)(i) and (ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
- A full-time employee who does not work on a public holiday or part-day public holiday will be paid their ordinary pay for that day or part-day.
- Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been on a public holiday.

(b) Part-time employees

- (i) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A part-time employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
 - payment of an additional sum equal to 150% for hours worked; or
 - have the same number of hours worked added to their annual leave.
- (iii) The election in clause 29.2(b)(ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.

[29.2(b)(iv) varied by [PR747559](#) ppc 14Nov22]

- (iv) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day or part-day.
- (v) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

[29.2(c) substituted by [PR713505](#) ppc 01Jul20]

(c) Casual employees

- (i) A casual employee will be paid only for those public holidays they work at 275% of the ordinary hourly rate for hours worked.
- (ii) The rates prescribed in clause 29.2(c)(i) will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b) and weekend rates prescribed in clause 23.2.
- (iii) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

30. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

31. Community service leave

Community service leave is provided for in the NES.

32. Ceremonial leave

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

33. Unpaid family and domestic violence leave

[33—Leave to deal with Family and Domestic Violence renamed and substituted by [PR740267](#) ppc 19Apr22]

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.

Schedule A—Transitional Provisions

[Sched A inserted by [PR988396](#) ppc 01Jan10; varied by [PR994419](#), [PR503620](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by [PR994419](#) from 01Jan10]

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994419](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.3.1(b) substituted by [PR994419](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

[A.5.1 substituted by [PR994419](#) from 01Jan10]

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994419](#) from 01Jan10]

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

[A.6.1 substituted by [PR994419](#) from 01Jan10]

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994419](#) from 01Jan10]

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

[A.6.3 substituted by [PR994419](#) from 01Jan10]

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

[A.7.1 substituted by [PR994419](#) from 01Jan10]

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994419](#) from 01Jan10]

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503620](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

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Schedule B—Classification Definitions

[Sched A renumbered as Sched B by [PR988396](#) ppc 01Jan10; varied by [PR997254](#), [PR713505](#)]

[Note inserted by [PR713505](#) ppc 25Oct19]

Note: Any dispute about the classification of a particular employee may be referred to the Fair Work Commission in accordance with clause 9 of this award.

B.1 Aged care employee—general

NOTE: Minimum wages for the classifications listed in clause B.1 are provided in clause 14.1, however, as set out in clause 14.2, a higher rate applies for Aged care employee—general—levels 4 to 7 if that employee is the single most senior food services employee engaged by any employer at the facility or site.

B.1B.1 Aged care employee—general—level 1

Entry level:

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

General and administrative services

General clerk

Laundry hand

Cleaner

Assistant gardener

Food services

Food services assistant

Personal care

No indicative task

B.2B.1.2 Aged care employee—general—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (between 3 months' and less than 1 year's service)	Food services assistant	Personal care worker grade 1 <u>No indicative task</u>
Laundry hand		
Cleaner		
Gardener (non-trade)		
Maintenance/Handyperson (unqualified)		
Driver (less than 3 ton)		

B.3B.1.3 Aged care employee—general—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (second and subsequent years of service)	Cook	Personal care worker grade 2
Receptionist		Recreational/Lifestyle activities officer (unqualified)
Pay clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate		<u>No indicative task</u>

B.4B.1.4 Aged care employee—general—level 4

[B.4 varied by [PR997254](#) from 01Jan10, [PR713505](#) ppc 25Oct19]

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
 - is responsible for work performed with a medium level of accountability or discretion;
 - works under limited supervision, either individually or in a team;
 - possesses good communication, interpersonal and/or arithmetic skills; and
 - requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- ~~• in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.~~

Indicative tasks performed at this level are:

General and administrative services

Senior clerk

Senior receptionist

Maintenance/Handyperson (qualified)

Driver (3 ton and over)

Gardener (trade or TAFE Certificate III or above)

Food services

Senior cook (trade)

Personal care

~~Personal care worker grade 3~~
No indicative task

B.5B.1.5 Aged care employee—general—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;

- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4 <u>No indicative task</u>

B.6B.1.6 Aged care employee—general—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Maintenance tradesperson (advanced)	Senior chef	<u>No indicative task</u>
Gardener (advanced)		

B.7B.1.7 Aged care employee—general—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;

- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Clerical supervisor	Chef /Food services supervisor	Personal care worker grade 5 <u>No indicative task</u>
Interpreter (qualified-)		
Gardener superintendent		
General services supervisor		

B.2 Aged care employee—direct care

B.2.1 Aged care employee—direct care—level 1

Entry level:

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

Personal care

No indicative task

B.2.2 Aged care employee—direct care—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and

- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker
grade 1

B.2.3 Aged care employee—direct care—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker
grade 2

Recreational/Lifestyle
activities officer
(unqualified)

B.2.4 Aged care employee—direct care—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills;
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and
- in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative tasks performed at this level are:

Personal care

Personal care worker
grade 3

B.2.5 Aged care employee—direct care—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker
grade 4

B.2.6 Aged care employee—direct care—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

No indicative task

B.2.7 Aged care employee—direct care—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Personal care

Personal care worker
grade 5

Schedule C—Supported Wage System

[Sched B renumbered as Sched C by [PR988396](#) ppc 01Jan10]

[Varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542138](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#)]

C.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.

[C.2 varied by [PR568050](#) ppc 01Jul15]

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

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

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

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

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

[C.4.2 varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#) ppc 01Jul22]

C.4.2 Provided that the minimum amount payable must be not less than \$95 per week.

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

C.5 Assessment of capacity

C.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 Supported Wage System 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.

C.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.

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR994419](#), [PR542138](#) ppc 04Dec13]

C.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.

[C.6.2 varied by [PR994419](#), [PR542138](#) ppc 04Dec13]

C.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.

C.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 supported wage system.

C.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.

C.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.

C.10 Trial period

C.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 weeks) may be needed.

C.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.

[C.10.3 varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#) ppc 01Jul22]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$95 per week.

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

C.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 C.5.

Schedule D—National Training Wage

[Schedule D inserted by [PR994419](#) ppc 1Jan10; varied by [PR997899](#), [PR509049](#), [PR522880](#), [PR536683](#), [PR545787](#), [PR551606](#), [PR566686](#), [PR579779](#); deleted by [PR593814](#) ppc 01Jul17]

[Schedule E—Part-day Public Holidays deleted by [PR747559](#) ppc 14Nov22]

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Schedule E—School-based Apprentices

[Schedule F—School based Apprentices inserted by [PR544794](#) ppc 01Jan14; renumbered as Schedule E by [PR747559](#) ppc 14Nov22]

- E.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.
- E.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.
- E.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.
- E.4** For the purposes of clause E.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.
- E.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.
- E.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.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three 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.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule F—Agreement to Take Annual Leave in Advance

[Schedule G—Agreement to Take Annual Leave in Advance inserted by [PR582952](#) ppc 29Jul16; renumbered as Schedule F by [PR747559](#) ppc 14Nov22]

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

[Schedule H—Agreement to Cash Out Annual Leave inserted by [PR582952](#) ppc 29Jul16; renumbered as Schedule H by [PR747559](#) ppc 14Nov22]

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

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

[Schedule I—Agreement for Time Off Instead of Payment for Overtime inserted by [PR584066](#) ppc 22Aug16; renumbered as Schedule H by [PR747559](#) ppc 14Nov22]

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 X—Additional Measures During the COVID-19 Pandemic inserted by [PR718141](#) ppc 08Apr20; varied by [PR720633](#); corrected by [PR720662](#); varied by [PR721438](#), [PR724065](#), [PR728136](#), [PR736911](#), [PR743810](#), deleted by [PR748510](#) ppc 01Jan23]

[Schedule Y—Industry Specific Measures During the COVID-19 Pandemic deleted by [PR728137](#) ppc 26Mar21]

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