Travelling Shows Award 2020

Note: this award is NOT CURRENT. It will commence operation on 4 February 2020.
To view the current award please go to the Modern awards list on the Fair Work Commission’s website.

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Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the Travelling Shows Award 2020.

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

In this award, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth).

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

employee means national system employee within the meaning of the Act.

employer means national system employer within the meaning of the Act.

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

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

NES means the National Employment Standards as contained in Chapter 2, Part 2-2 of the Act at sections 62 to 125.

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

standard rate means the minimum weekly rate for a Grade 2 employee in clause 16.1—Minimum rates.

travelling shows is defined in clause 4.1.

3. The National Employment Standards and this award

3.1 The NES and this award contain the minimum conditions of employment for employees covered by this award.
3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

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

4. Coverage

4.1 This industry award covers employers throughout Australia in the industry of travelling shows including the operation by an itinerant employer of any stand, fixture or structure for the purpose of providing amusement, food and/or recreation (but excluding the sale of sample bags) during the currency of and associated with any agricultural or horticultural show, carnival, rodeo, gymkhana, community event or festival, including the erection and/or dismantling and/or maintenance of such stand, fixture or structure, and their employees in the classifications in clause 12—Classifications.

4.2 This award covers employers which provide group training services for trainees engaged in the travelling shows industry and/or parts of the industry and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.2 operates subject to the exclusions from coverage in this award.

4.3 This award covers any employer which supplies labour on an on-hire basis in the travelling shows industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.3 operates subject to the exclusions from coverage in this award.

4.4 This award does not cover:

(a) employers bound by the General Retail Industry Award 2010;

(b) employees who are immediate family members of the employer;

(c) employees excluded from award coverage by the Act;

(d) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees; or

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

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

5. Individual flexibility arrangements

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

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

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

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

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

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

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

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and
(b) identify the award term, or award terms, the application of which is to be varied; and
(c) set out how the application of the award term, or each award term, is varied; and
(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

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

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

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

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

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

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

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

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the NES provisions.
NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on ‘reasonable business grounds’ (see section 65(5) and (5A)).

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

6.2 Responding to the request

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

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

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

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

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

(a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.

(b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

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

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

7. Facilitative provisions for flexible working practices

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Provision</th>
<th>Agreement between an employer and:</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.2</td>
<td>Ordinary hours of work</td>
<td>The majority of employees</td>
</tr>
<tr>
<td>20.4</td>
<td>Agreement for time off instead of payment for overtime</td>
<td>An individual</td>
</tr>
<tr>
<td>22.3</td>
<td>Agreement to take annual leave in advance</td>
<td>An individual</td>
</tr>
<tr>
<td>22.7</td>
<td>Agreement to cash out annual leave</td>
<td>An individual</td>
</tr>
</tbody>
</table>

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees may be employed in one of the following categories:

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

9. Full-time employees

A full-time employee is engaged to work 38 hours per week.

10. Part-time employees

10.1 An employer may employ part-time employees in any of the classifications provided in clause 12—Classifications.
10.2 A part-time employee:

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

10.3 At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:

(a) the hours worked each day;
(b) which days of the week the employee will work; and
(c) the actual starting and finishing times each day.

10.4 Any agreed variation to the regular pattern of work will be recorded in writing.

10.5 Minimum engagement

An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.

10.6 A part-time employee employed under the provisions of clause 10 must be paid for ordinary hours worked at the minimum hourly rate prescribed for the class of work performed.

10.7 An employee who has not met the definition of a part-time employee and who is not a full-time employee, will be paid as a casual employee in accordance with clause 11—Casual employees.

11. Casual employees

Employees may be engaged as casual employees subject to the following conditions:

11.1 A casual employee is engaged by the hour for not more than 38 ordinary hours per week Monday to Sunday.

11.2 Casual loading

Casual employees will be paid the minimum hourly rates prescribed for the appropriate classification in clause 16—Minimum rates, plus an ordinary time loading of 25%.

11.3 Minimum engagement

A casual employee will be engaged for a minimum period of 3 hours' work or receive a minimum payment of 3 hours per engagement.

11.4 A casual employee may leave the employer’s service or be discharged without notice.
11.5 Casual employees may be employed for up to 8 ordinary hours each day. All time worked in excess of 8 ordinary working hours on any one day will be overtime.

11.6 Right to request casual conversion

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under clause 11.6 must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.6(b);

(ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
(i) Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made.

(j) If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.6, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.

(l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.6.

(o) Nothing in clause 11.6 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(p) Nothing in clause 11.6 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.6 within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.6 by 1 January 2019.

(r) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.6(q).

12. Classifications

12.1 Employers must advise their employees in writing of their classification upon commencement and of any changes to their classification.
12.2 **Grade 1**

An employee at this level is employed as a ride attendant and includes employees not otherwise classified. An employee at this level:

(a) is responsible for the quality of their own work, subject to routine supervision;
(b) works under routine supervision either individually or in a team environment;
(c) performs tasks under general supervision, exercising limited discretion within defined procedures;
(d) performs work which is subject to final checking and, as required, progress checking;
(e) is trained in, and applies, basic quality/service requirements relating to their own work and may be required to give general inquiry assistance to the customer;
(f) has a good working knowledge of health and safety procedures;
(g) may require basic technical skills to perform the work;
(h) is engaged in the operation of rides, amusements, games, stalls or general labouring duties as directed; and
(i) may carry out all work incidental, peripheral or necessary for the proper conduct of the business including driving a motor vehicle, painting and digging.

12.3 **Grade 2**

An employee at this level is employed as an assistant to a Grade 3 employee and includes an employee performing ticket selling duties for rides and amusements or an employee who is a counter attendant, program seller or cashier. An employee at this level:

(a) works from simple instructions and procedures;
(b) assists in the provision of on-the-job training;
(c) can perform a variety of tasks competently in accordance with the established procedures within their work classification;
(d) can provide assistance for problem solving and work direction;
(e) performs work which is the subject of final checking and, as required, progress checking;
(f) has a good working knowledge of health and safety procedures;
(g) works individually under general supervision while having the ability to coordinate work within a small team environment;
(h) communicates effectively with other workers;
(i) performs duties such as food preparation, attending counter, handling cash, cleaning, animal care, ordering stock, hosting duties, operating rides, EFTPOS transactions, maintenance of records, telephone operations, feeding animals, presentations, operating a cash register, beer reticulation, processing invoices, forklift driving, stock control, bar-tending, waiting, attending snack bar, non-specialised cooking and operating games and amusements;

(j) assists Grade 3 employees in the erection and dismantling of any temporary or permanent structure, non-trade cooking, operating a food outlet, bookings and reservations; and

(k) may carry out all work incidental, peripheral or necessary for the proper conduct of the business including driving a motor vehicle, painting and digging.

12.4 Grade 3

An employee at this level is engaged as an assistant supervisor to a Grade 4 employee and includes a construction technician and/or erector (including an employee engaged in maintenance and utility duty). An employee at this level:

(a) is responsible for the quality of their own work, subject to routine supervision;

(b) works under routine supervision either individually or in a team environment;

(c) assists in the provision of on-the-job training;

(d) performs tasks under general supervision, exercising limited discretion within defined procedures;

(e) performs work which is subject to final checking and, as required, progress checking;

(f) is trained in, and applies, basic quality/service requirements relating to their own work and may be required to give general inquiry assistance to the customer;

(g) applies good interpersonal and communication skills in dealing with customers and other workers;

(h) has a good working knowledge of health and safety procedures;

(i) may assist in on-the-job training of employees of a lower level;

(j) may require basic technical skills to perform the work;

(k) rigs steel or timber components and/or erects or dismantles structures on any site or location either as a temporary or permanent structure. This includes the preparation, painting and greasing or lubricating of any structural part, fixed or moving, either in the employer’s workshops or on the site where the stand or fixture or structure is to be erected, dismantled and/or operated;
(l) is not qualified in any trade, but may be engaged in or in connection with the in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling; and

(m) may carry out all work incidental, peripheral or necessary for the proper conduct of the business, including driving a motor vehicle, painting and digging.

12.5 Grade 4

An employee at this level is a supervisor or operator of a stand, amusement or ride where there are 4 or more employees. An employee at this level:

(a) works from complex instructions and procedures;

(b) assists in the provision of on-the-job training;

(c) can perform a greater variety of tasks competently in accordance with the established procedures within their work classification;

(d) provides assistance for problem solving and work direction;

(e) is trained in, and can apply, a higher level of quality control and customer service;

(f) has a good working knowledge of health and safety procedures;

(g) communicates effectively with other workers in their work section;

(h) rigs steel or timber components and/or erects or dismantles structures on any site or location either as a temporary or permanent structure. This includes the preparation, painting and greasing or lubricating of any structural part, fixed or moving, either in the employer’s workshops or on the site where the stand or fixture or structure is to be erected, dismantled and/or operated;

(i) while not qualified in any trade, may be engaged in or in connection with the in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling; and

(j) may carry out all work incidental, peripheral or necessary for the proper conduct of the business including driving a motor vehicle, painting and digging.

Part 3—Hours of Work

13. Ordinary hours of work

13.1 The ordinary hours of work will not exceed an average of 38 per week over a maximum of 28 days.

13.2 The ordinary working hours may exceed 8 up to a maximum of 10 on any one day by agreement between the employer and the majority of employees involved.
Daily working hours for full-time employees will be worked continuously except for meal breaks.

14. **Rostering arrangements**

14.1 All employees must be notified by their employer of their working shifts. At least 24 hours’ notice will be given to the employee should any alteration of the rostered shift be made.

14.2 With the approval of the employer, employees may mutually arrange to temporarily change rosters. Rosters so changed will be paid for at the rates applicable to the original roster.

14.3 Changes to rosters are subject to clause 29—Consultation about changes to rosters or hours of work.

15. **Breaks**

15.1 **Meal breaks—full-time and part-time employees**

An employee, other than a casual, must be allowed an unpaid meal break of between 30 and 60 minutes, no later than 5 hours after starting work.

15.2 **Special meal break provision**

Where an employee is instructed by their employer to remain on-call during their meal period, that period will be paid for at the ordinary rate of pay.

15.3 **Paid rest breaks—casual employees**

(a) Casual employees engaged for a minimum of 5 hours must be allowed a rest break of 20 minutes without deduction of pay.

(b) Casual employees required to continue working for a further 5 hours must be allowed a further rest break of 20 minutes without deduction of pay.

(c) The rest breaks in clauses 15.3(a) and (b) must be taken at a time convenient to the employer, but not at the beginning or the end of the period of duty.

Part 4—Wages and Allowances

16. **Minimum rates**

16.1 **Adult rates**

An employee must pay adult employees the following minimum wages for ordinary hours worked by the employee:
<table>
<thead>
<tr>
<th>Employee classification</th>
<th>Minimum weekly rate $ (full-time employee)</th>
<th>Minimum hourly rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>740.80</td>
<td>19.49</td>
</tr>
<tr>
<td>Grade 2</td>
<td>791.30</td>
<td>20.82</td>
</tr>
<tr>
<td>Grade 3</td>
<td>818.50</td>
<td>21.54</td>
</tr>
<tr>
<td>Grade 4</td>
<td>889.50</td>
<td>23.41</td>
</tr>
</tbody>
</table>

16.2 Junior rates

<table>
<thead>
<tr>
<th>Age</th>
<th>% of the minimum adult rate for a Grade 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 years or under</td>
<td>80</td>
</tr>
<tr>
<td>19 years</td>
<td>90</td>
</tr>
<tr>
<td>20 years and over</td>
<td>100</td>
</tr>
</tbody>
</table>

NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalty rates.

16.3 Higher duties

(a) An employee required by the employer to perform the duties of a position at a higher classification level for more than 4 hours on any day, must be paid the rate applicable to that higher level for all work done on that day.

(b) An employee required by the employer to perform the duties of a position at a higher classification level for up to and including 4 hours, must be paid the higher rate for the actual time worked at that higher level.

16.4 Supported wage system

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

16.5 National training wage

(a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

(b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Travelling Shows Award 2020* and not the *Miscellaneous Award 2010*. 

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NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalty rates.
17. Payment of wages

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

17.1 Period of payment

(a) Wages may be paid weekly or fortnightly.

(b) Wages will be paid no later than the Thursday of the agreed pay period, unless the employer and the majority of employees agree to a later payment.

(c) Casual employees will be paid at the end of each show, carnival or festival as the case may be.

17.2 Method of payment

Wages may be paid by cash, cheque or into a nominated bank or financial institution account as agreed between an employer and an employee. If payment is by cash or cheque, wages must be paid during ordinary working hours.

17.3 Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:

(i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the NES.

(b) The requirement to pay wages and other amounts under clause 17.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

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

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

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

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

18.1 Employers must pay to an employee the allowances the employee is entitled to under clause 18. See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

18.2 Wage-related allowances

(a) Driving

Where an employer requires an employee to drive a motor vehicle in excess of 2036.4 kg (2 tons) tare weight, the employee will be paid an additional amount of $11.87 per day for any day in which the employee is so employed.

(b) First aid allowance

An employee who performs first aid must be paid an allowance of $15.83 per week or $0.42 per hour, if they:

- hold a first aid qualification from St John Ambulance or a similar body; and
- are appointed by their employer to perform first aid.

18.3 Expense-related allowances

(a) Protective clothing and equipment

(i) Where an employee is required to wear protective clothing (e.g. oilskins, gumboots, overalls, goggles, safety boots, bowling shoes, etc.), the employer must reimburse the employee for the cost of purchasing the special clothing and equipment on proof of purchase.

(ii) The employee is responsible for maintaining these items in a serviceable condition. The reimbursement provisions of clause 18.3(a)(i) do not apply where the clothing and equipment is paid for by the employer.

(b) Uniform and laundry allowance

(i) Where the employer requires an employee to wear a uniform, the employer must reimburse the employee the cost of purchasing the uniform.

(ii) The provisions of clause 18.3(b)(i) do not apply where the uniform is supplied by the employer at the employer’s expense.

(iii) Where the uniform is supplied by the employer, it will remain the property of the employer and must be returned to the employer on the termination of the employee’s employment.
(iv) If an employee is required to launder any garments that are part of a uniform, the employer will pay an allowance of $7.20 per week.

(v) The provisions of clause 18.3(b)(iv) do not apply where the employer launders the garments.

(c) **Travelling and accommodation**

An employee engaged under this award may be required to present themself at various locations throughout Australia at the direction of the employer.

(i) Where an employee is directed and complies with the direction to travel between show destinations in the employee’s own vehicle, the employer will pay the employee an allowance of $0.78 per kilometre travelled.

(ii) The provisions of clause 18.3(c)(i) do not apply where the employer provides or offers to provide the employee with an alternative mode of transport. The method of transportation is at the sole discretion of the employer.

(iii) Where an employee is required to be absent from the State or Territory which is their recognised place of abode the employer will reimburse the employee for the cost of accommodation.

(iv) The provisions of clause 18.3(c)(iii) do not apply where the employer provides or offers to provide the employee with the accommodation.

(v) If an employee elects to provide a caravan, tent or like accommodation and requests the employer to arrange movement of the accommodation from one venue to another the employer may require the employee to pay reasonable charges incurred by the employer in assisting the employee to arrange transportation of the accommodation.

(vi) Where suitable meals or board are not readily available, the employer may supply such meals or board and will not charge, nor deduct from the employee’s wages, any amount in excess of the actual cost of the meal or board.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances.

19. **Superannuation**

19.1 **Superannuation legislation**

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

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

19.2 Employer contributions

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

19.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

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

(a) AustralianSuper;

(b) HOSTPLUS;

(c) AMP Superannuation Savings Trust;

(d) Sunsuper;

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

(f) a superannuation fund or scheme which the employee is a defined benefit member of.
Part 5—Overtime and Penalty Rates

20. Overtime

20.1 An employee will be paid overtime for all work as follows:

(a) Full-time employee—all time worked outside the hours set out in clause 13—Ordinary hours of work.

(b) Part-time employee—all time worked outside the hours agreed in clause 10.3 or varied in clause 10.4.

(c) Casual employees—all time worked outside the hours provided in clause 11.5.

20.2 Overtime will be paid for at the rate of:

(a) 150% of the minimum hourly rate for the relevant classification for the first 2 hours; and

(b) 200% of the minimum hourly rate after 2 hours.

20.3 10 hour break between shifts

(a) Employees will be entitled to a minimum period of 10 hours break between shifts.

(b) If an employee is required by the employer to resume work without having a break of at least 10 hours between shifts, they will be paid at the rate of 200% of the minimum hourly rate for all time worked until they have had a break from work of at least 10 consecutive hours without loss of pay for ordinary working time occurring during such absence.

20.4 Time off instead of payment for overtime

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.4.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
(iv) that any payment mentioned in clause 20.4 must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.4 is set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.4 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.4(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The employer must keep a copy of any agreement under clause 20.4 as an employee record.

(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.4 will apply, including the requirement for separate written agreements under clause 20.4(b) for overtime that has been worked.

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

(k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 20.4 applies has not been taken, the
employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.4.

21. **Penalty rates – Sundays and public holidays – full-time, part-time and casual employees**

21.1 All ordinary hours worked on a Sunday will be paid for at an employees’ ordinary rate.

21.2 All time worked on a public holiday by a full-time or part-time employee will be paid for at 150% of the minimum hourly rate, and the employee will be granted an additional day off to be taken within 14 days of working on the public holiday.

21.3 All time worked on a public holiday by a casual employee will be paid for at the minimum hourly rate in clause 16—Minimum rates plus the casual loading under clause 11.2.

21.4 The minimum payment for work performed by a full-time or part-time employee on a public holiday will be as for 4 hours worked.

21.5 The minimum payment for work performed by a casual employee on a public holiday will be as for 3 hours worked.

**Part 6—Leave and Public Holidays**

22. **Annual leave**

22.1 Annual leave is provided for in the NES.

22.2 Before the start of the employee’s annual leave the employer must pay the employee an additional loading of 17.5% of the minimum rate prescribed in clause 16—Minimum rates.

22.3 **Annual leave in advance**

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

(b) An agreement must:

   (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

NOTE: An example of the type of agreement required by clause 22.3 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 22.3 as an employee record.

(d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.4 Excessive leave accruals: general provision

NOTE: Clauses 22.4 to 22.6 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

(a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks’ paid annual leave.

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 22.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 22.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

(a) If an employer has genuinely tried to reach agreement with an employee under clause 22.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 22.5(a):

(i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and
(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under clause 22.5(a) that is in effect.

(d) An employee to whom a direction has been given under clause 22.5(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 22.5(d) may result in the direction ceasing to have effect. See clause 22.5(b)(i).

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

22.6 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 22.4(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 22.6(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 22.5(a) that, when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.

(c) A notice given by an employee under clause 22.6(a) must not:

(i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 22.5(b) more than 4 weeks’ paid annual leave in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 22.6(a).

22.7 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.7.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.7.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 22.7 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 22.7 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 22.7 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.7.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.7.

NOTE 3: An example of the type of agreement required by clause 22.7 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.
23. **Personal/carer’s leave and compassionate leave**

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

24. **Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the NES.

25. **Community service leave**

Community service leave is provided for in the NES.

26. **Unpaid family and domestic violence leave**

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

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

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

27. **Public holidays**

27.1 Public holiday entitlements are provided for in the NES.

27.2 An employee who works on a public holiday will be paid in accordance with clause 21—Penalty rates – Sundays and public holidays – full-time, part-time and casual employees.

27.3 **Part-day public holidays**

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

Part 7—Consultation and Dispute Resolution

28. **Consultation about major workplace change**

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

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
28.1 (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

28.2 (c) commence discussions as soon as practicable after a definite decision has been made.

28.2 For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

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

28.3 Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.

28.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 28.1(b).

28.5 In clause 28 significant effects, on employees, includes any of the following:

28.5 (a) termination of employment; or
(b) major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
(c) loss of, or reduction in, job or promotion opportunities; or
(d) loss of, or reduction in, job tenure; or
(e) alteration of hours of work; or
(f) the need for employees to be retrained or transferred to other work or locations; or
(g) job restructuring.

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

29. Consultation about changes to rosters or hours of work

29.1 Clause 29 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
29.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

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

(a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

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

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

30. Dispute resolution

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

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

30.3 If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

30.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.

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

30.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

30.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.

30.8 While procedures are being followed under clause 30 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and
(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

30.9 Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

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

31.1 Notice of termination by an employee

(a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

(c) In clause 31.1(b) continuous service has the same meaning as in section 117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under clause 31.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.

(e) If the employer has agreed to a shorter period of notice than that required under clause 31.1(b), then no deduction can be made under clause 31.1(d).
(f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.

31.2 Job search entitlement

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

(b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

32.1 Transfer to lower paid duties on redundancy

(a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:

(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).

(c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

32.2 Employee leaving during redundancy notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.
32.3 **Job search entitlement**

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 32.3(b).

(d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 31.2.
Schedule A—Summary of Hourly Rates of Pay

A.1 Full-time and part-time adult employees

A.1.1 Full-time and part-time employees—ordinary and penalty rates

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<thead>
<tr>
<th>Grade</th>
<th>Ordinary hours</th>
<th>Public holiday</th>
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<tbody>
<tr>
<td></td>
<td>% of minimum hourly rate</td>
<td>% of minimum hourly rate</td>
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<td>Grade 4</td>
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</table>

A.1.2 Full-time and part-time employees—overtime rates

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<thead>
<tr>
<th>Grade</th>
<th>Monday to Sunday – first 2 hours</th>
<th>Monday to Sunday – after 2 hours</th>
</tr>
</thead>
<tbody>
<tr>
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<td>% of minimum hourly rate</td>
<td>% of minimum hourly rate</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Grade 1</td>
<td>29.24 $150%</td>
<td>38.98 $200%</td>
</tr>
<tr>
<td>Grade 2</td>
<td>31.23</td>
<td>41.64</td>
</tr>
<tr>
<td>Grade 3</td>
<td>32.31</td>
<td>43.08</td>
</tr>
<tr>
<td>Grade 4</td>
<td>35.12</td>
<td>46.82</td>
</tr>
</tbody>
</table>

A.2 Casual adult employees

A.2.1 Casual employees—ordinary rates

<table>
<thead>
<tr>
<th>Grade</th>
<th>Ordinary hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>% of minimum hourly rate</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Grade 1</td>
<td>24.36 $125%</td>
</tr>
<tr>
<td>Grade 2</td>
<td>26.03</td>
</tr>
<tr>
<td>Grade 3</td>
<td>26.93</td>
</tr>
<tr>
<td>Grade 4</td>
<td>29.26</td>
</tr>
</tbody>
</table>
Schedule B—Summary of Monetary Allowances

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

B.1 Wage-related allowances:

B.1.1 The wage-related allowances in this award are based on the standard rate as defined in Clause 2—Definitions as the minimum weekly rate for a Grade 2 employee in clause 16.1= $791.30.

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Clause</th>
<th>% of standard rate</th>
<th>$</th>
<th>Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driving allowance</td>
<td>18.2(a)</td>
<td>1.5</td>
<td>11.87</td>
<td>per day</td>
</tr>
<tr>
<td>First aid allowance—Weekly; OR</td>
<td>18.2(b)</td>
<td>2.0</td>
<td>15.83</td>
<td>per week</td>
</tr>
<tr>
<td>First aid allowance—Hourly</td>
<td>18.2(b)</td>
<td>Weekly allowance/38</td>
<td>0.42</td>
<td>per hour</td>
</tr>
</tbody>
</table>

B.1.2 Adjustment of wage-related allowances

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

B.2 Expense-related allowances

B.2.1 The following expense-related allowances will be payable to employees in accordance with clause 18—Allowances:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Clause</th>
<th>$</th>
<th>Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniform and laundry allowance</td>
<td>18.3(b)</td>
<td>7.20</td>
<td>per week</td>
</tr>
<tr>
<td>Travelling and accommodation—vehicle allowance</td>
<td>18.3(c)</td>
<td>0.78</td>
<td>per km</td>
</tr>
</tbody>
</table>

B.2.2 Adjustment of expense-related allowances

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

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laundry allowance</td>
<td>Clothing and footwear group</td>
</tr>
<tr>
<td>Vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
</tbody>
</table>
Schedule C—Supported Wage System

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 In this schedule:

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

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

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

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

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

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

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.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 Provided that the minimum amount payable must be not less than $87 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 SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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 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 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 SWS.
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 4 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 The minimum amount payable to the employee during the trial period must be no less than $87 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—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 E—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 F—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 G—Part-day Public Holidays

G.1 This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

G.2 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

(e) Excluding annualised salaried employees to whom clause G.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.2(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

G.3 This schedule is not intended to detract from or supplement the NES.