Wine Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 June 2019 (PR704232, PR707503, PR707733, PR709080).

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

16—Classifications and adult minimum wages
24—Allowances
20—National training wage
Schedule E—Supported Wage System

Current review matter(s): AM2014/47; AM2014/190; AM2014/196; AM2014/197; AM2014/249; AM2014/301; AM2015/2; AM2016/7; AM2016/8; AM2016/13; AM2016/15; AM2016/17

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[Varied by PR991599, PR994496, PR532630, PR544519, PR546075, PR557581, PR559308, PR573679, PR583098, PR584174, PR609416, PR610256, PR701493]

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Part 1—Application and Operation

1. Title

This award is the Wine Industry Award 2010.

2. Commencement and transitional

This award commences on 1 January 2010.

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.

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.

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.

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

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
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(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 PR994496, PR997772, PR503731, PR544321, PR546075]

3.1 In this award, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth).

[Definition of adult apprentice inserted by PR544321 ppc 01Jan14]

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

[Definition of agreement-based transitional instrument inserted by PR994496 from 01Jan10]

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

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

confined space means an enclosed or partially enclosed space that is at atmospheric pressure during occupancy and is not intended or designed primarily as a place of work and is liable at any time to have an atmosphere which contains potentially harmful levels of contaminant or to have an oxygen deficiency or excess, or to cause engulfment, and which also could have restricted means for entry and exit.

[Definition of default fund employee inserted by PR546075 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 PR546075 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 PR503731 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 PR503731 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 PR997772 from 01Jan10]

employee means national system employee within the meaning of the Act.
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[Definition of employer substituted by PR997772 from 01Jan10]

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

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

[Definition of exempt public sector superannuation scheme inserted by PR546075 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 PR546075 ppc 01Jan14]

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

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

[Definition of on-hire inserted by PR994496 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.

**standard rate** means the minimum hourly wage prescribed for the Grade 4 classification in clause 16.1.

[Definition of transitional minimum wage instrument inserted by PR994496 from 01Jan10]

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

**wet place** means a place where the employee’s clothing becomes wet or where the employee has to stand in water or slush so that the employee’s feet become wet.

**wine industry** means the industry of growing and processing wine grapes and includes:

(a) the preparation of land for the planting of wine grape vines, the planting of wine grape vines, the pruning of wine grape vines, the care, growing, treating, picking, harvesting and forwarding of wine grapes and other activities associated with a wine grape vineyard; and/or

(b) processing wine grapes, producing wine juice or grape spirit, the bottling, packaging, storage or dispatch of wine, brandy or other potable spirit, liqueurs, vinegar or grape juice and other activities associated with a winery or wine distillery including but not limited to cellar door sales, laboratory activities and making or repairing barrels, vats, casks and like articles; and/or

(c) packaging, storing and dispatching of wine or grape spirit from a warehouse facility or other place of storage associated with a winery or wine distillery.

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

[Varied by PR994496]

4.1 This industry award covers employers throughout Australia in the wine industry and their employees in the classifications in this award to the exclusion of any other award.

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

4.3 This 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.

[New 4.4 inserted by PR994496 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 inserted by PR994496 from 01Jan10]

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 inserted by PR994496 from 01Jan10]

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

[4.4 renumbered as 4.7 by PR994496 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 the 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 PR542210; 7—Award flexibility renamed and substituted by PR610256 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:
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 PR610256 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 PR610256 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 PR542210; substituted by PR610256 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. Types of employment

10.1 An employee must be employed in one of the following categories:

(a) a full-time employee; or

(b) a part-time employee; or

(c) a casual employee.

10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are a full-time, part-time or casual employee.

11. Full-time employment

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

12. Part-time employment

12.1 A part-time employee is an employee who:

(a) works up to 38 hours per week; and

(b) receives on a pro rata basis, equivalent pay and terms and conditions of employment to those of a full-time employee who does the same kind of work.

12.2 At the time of engagement the employer and the part-time employee must agree in writing to a pattern of work. Any agreed variation to the pattern of work must be recorded in writing.

12.3 A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly wage prescribed in clause 16—Classifications and adult minimum wages for the work performed.

12.4 A part-time employee must be paid overtime rates in accordance with clause 30—Overtime and penalty rates for all time worked:

(a) outside of the spread of ordinary hours; and/or

(b) in excess of 38 ordinary hours per week; and/or

(c) in excess of the ordinary hours provided for in clause 28—Ordinary hours of work and rostering.

13. Casual employment

[Varied by PR598501]

13.1 A casual employee is an employee who is engaged and paid by the hour.
13.2 A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 16—Classifications and adult minimum wages for the work being performed plus a casual loading of 25%.

[13.3 substituted by PR598501 ppc 01Jan18]

13.3 Minimum engagement

(a) On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours’ work, except as set out in clause 13.3(b).

(b) Where a casual employee is engaged to perform pruning or harvesting work and a weather event not expected at the commencement of the casual employee’s work prevents the completion of four hours’ work, the casual employee must be paid for a minimum of two hours’ work.

13.4 Overtime

(a) A casual employee must be paid overtime rates in accordance with clause 30—Overtime and penalty rates for all time worked:

(i) outside of the spread of ordinary hours; and/or

(ii) in excess of 38 ordinary hours per week; and/or

(iii) in excess of the ordinary hours provided for in clause 28—Ordinary hours of work and rostering.

(b) The overtime rates for a casual employee must be applied to 1/38th of the minimum weekly wage prescribed in clause 16—Classifications and adult minimum wages for the work being performed. The casual loading of 25% must also be paid for overtime on a Sunday or public holiday.

13.5 Casual conversion to full-time or part-time employment

(a) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

(b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 13.5 within four weeks of the employee having attained such period of 12 months. The employee retains their right of election under clause 13.5 if the employer fails to comply with clause 13.5(b).

(c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

(d) Any casual employee who has a right to elect under clause 13.5(a), on receiving notice under clause 13.5(b) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment.
employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.

(e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 13.5(d), the employer and employee must, subject to clause 13.5(d), discuss and agree on:

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

(ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12—Part-time employment.

(g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.

(h) Following such agreement being reached, the employee converts to full-time or part-time employment.

(i) Where, in accordance with clause 13.5(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

(j) For the purposes of clause 13.5, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

13.6 An employee must not be engaged and re-engaged to avoid any obligation under this award.

14. Termination of employment

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

14.1 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

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<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 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.

14.2 Job search entitlement

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

14.3 The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.

15. Redundancy

[Varied by PR994496, PR503731, PR561478; substituted by PR707051 ppc 03May19]

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

15.1 Transfer to lower paid duties on redundancy

(a) Clause 15.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:
(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a 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.

15.2 Employee leaving during redundancy notice period

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

(b) The employee is entitled to receive the benefits and payments they would have received under clause 15 or under sections 119–123 of the Act had they remained in employment until the expiry of the notice.

(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.

15.3 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 14.2 and 14.3.
Part 4—Minimum Wages and Related Matters

16. Classifications and adult minimum wages

[Varied by PR997995, PR509121, PR522952, PR536755, PR544321, PR551678, PR566769, PR579875, PR592190, PR606415, PR707503]

16.1 The classifications and minimum wages for an adult employee, other than the ones specified in clause 16.4, are set out in the following table:

[16.1 varied by PR997995, PR509121, PR522952, PR536755, PR551678; substituted by PR566769, PR579875, PR592190, PR606415, PR707503 ppc 01Jul19]

<table>
<thead>
<tr>
<th>Classification level</th>
<th>Minimum weekly wage</th>
<th>Minimum hourly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>751.50</td>
<td>19.78</td>
</tr>
<tr>
<td>Grade 2</td>
<td>784.00</td>
<td>20.63</td>
</tr>
<tr>
<td>Grade 3</td>
<td>816.60</td>
<td>21.49</td>
</tr>
<tr>
<td>Grade 4</td>
<td>862.50</td>
<td>22.70</td>
</tr>
<tr>
<td>Grade 5</td>
<td>916.60</td>
<td>24.12</td>
</tr>
</tbody>
</table>

16.2 For the purposes of clause 16.1, any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.

16.3 The classification definitions are set out in Schedule B—Classification Structure and Definitions.

[16.4 substituted by PR544321 ppc 01Jan14]

16.4 The following adult employees are not entitled to the minimum wages set out in the table in clause 16.1:

(a) an adult apprentice (see clause 17—Apprentice minimum wages); or

(b) a trainee (see Schedule D—National Training Wage); or

(c) an employee receiving a supported wage (see Schedule E—Supported Wage System).

(d) Clause 16.4(a) does not apply to adult apprentices who commenced on or after 1 January 2014 and are in the second and subsequent years of their apprenticeship.

17. Apprentice minimum wages

[17 substituted by PR544321 ppc 01Jan14; varied by PR566769]

17.1 Except as provided for in clause 18—School-based apprentice minimum wages, the minimum wages for an apprentice cooper, who commenced before 1 January 2014, are to be calculated in accordance with the percentages set out below applied to the Grade 4 classification minimum weekly wage in clause 16.1:
Stage of apprenticeship | Per week
---|---
First year | 42%
Second year | 55%
Third year | 75%
Fourth year | 88%

[17.2 substituted by PR566769 ppc 01Jul15]

17.2 Except as provided for in clause 18—School-based apprentice minimum wages, the minimum wages for an apprentice cooper, who commenced on or after 1 January 2014, are to be calculated in accordance with the percentages set out below applied to the Grade 4 classification minimum weekly wage in clause 16.1:

<table>
<thead>
<tr>
<th>Stage of apprenticeship</th>
<th>% for apprentices who have not completed year 12</th>
<th>% for apprentices who have completed year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>50</td>
<td>55</td>
</tr>
<tr>
<td>Second year</td>
<td>60</td>
<td>65</td>
</tr>
<tr>
<td>Third year</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>Fourth year</td>
<td>88</td>
<td>88</td>
</tr>
</tbody>
</table>

17.3 The minimum wage of 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 Grade 4 rate, or the rate prescribed by clause 17.2 for the relevant year of the apprenticeship, whichever is the greater.

17.4 The minimum wage of 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 clause 16—Classifications and adult minimum wages, or the rate prescribed by clause 17.2 for the relevant year of the apprenticeship, whichever is the greater.

17.5 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 and systematic 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 clause 16.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

18. **School-based apprentice minimum wages**

See Schedule C—School-based Apprentices.
19. Apprentice conditions of employment

[New 19 inserted by PR559308 ppc 01Jan15]

19.1 Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

19.2 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.

19.3 For the purposes of clause 19.2, 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.

19.4 The amount payable by an employer under clause 19.2 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.

19.5 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.

19.6 An employer may meet its obligations under clause 19.5 by paying any fees and/or cost of textbooks directly to the RTO.

19.7 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.

19.8 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 C—School-based Apprentices.

19.9 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.
20. National training wage

[19 renumbered as 20 by PR559308 ppc 01Jan15; substituted by PR593865 ppc 01Jul17, varied by PR606415, PR707503]

20.1 Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.

[20.2 varied by PR606415, PR707503 ppc 01Jul19]

20.2 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 Wine Industry Award 2010 and not the Miscellaneous Award 2010.

21. Unapprenticed junior minimum wages

[20 renumbered as 21 by PR559308 ppc 01Jan15]

The minimum wages for an unapprenticed junior employee are to be calculated in accordance with the percentages set out below applied to the appropriate adult classification minimum wage in clause 16.1:

<table>
<thead>
<tr>
<th>Age</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>80</td>
</tr>
<tr>
<td>At 17 years of age</td>
<td>90</td>
</tr>
<tr>
<td>At 18 years of age</td>
<td>100</td>
</tr>
</tbody>
</table>

22. Supported wage system

[21 renumbered as 22 by PR559308 ppc 01Jan15]

See Schedule E—Supported Wage System.

23. Piecework rates

[22 renumbered as 23 by PR559308 ppc 01Jan15]

23.1 An employer and a full-time, part-time or casual employee may enter into an agreement for the employee to be paid a piecework rate. An employee on a piecework rate is a pieceworker.

23.2 The piecework rate fixed by agreement between the employer and the employee must enable an employee of average capacity to earn at least 20% more per hour than the minimum hourly wage for ordinary hours of work which is prescribed in this award for the type of employment and the classification level of the employee. The piecework rate agreed is to be paid for all work performed in accordance with the piecework agreement.

23.3 An agreed piecework rate is paid instead of the minimum wages specified in clause 16—Classifications and adult minimum wages.
23.4 The following clauses of this award do not apply to an employee on a piecework rate:

(a) clause 24.3—Meal allowance; and
(b) clause 28—Ordinary hours of work and rostering; and
(c) clause 30—Overtime and penalty rates.

23.5 The employer and the individual employee must have genuinely made the piecework agreement without coercion or duress.

23.6 The piecework agreement between the employer and the individual employee must:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
(b) detail the piecework rate;
(c) set out that the piecework rate will be paid instead of the minimum wages specified in clause 16—Classifications and adult minimum wages of the Wine Industry Award 2010;
(d) set out that the following clauses of the Wine Industry Award 2010 do not apply to the employee as the employee is on a piecework rate:
   (i) clause 24.3—Meal allowance; and
   (ii) clause 28—Ordinary hours of work and rostering; and
   (iii) clause 30—Overtime and penalty rates; and
(e) state the date the agreement commences to operate.

23.7 The employer must give the individual employee a copy of the piecework agreement and keep it as a time and wages record.

23.8 Except as provided in clause 23.6(a) the piecework agreement must not require the approval or consent of a person other than the employer and the individual employee.

23.9 An employer seeking to enter into a piecework agreement with an employee must provide the proposed written agreement to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposed piecework agreement.

23.10 Nothing in this award guarantees an employee on a piecework rate will earn at least the minimum ordinary time weekly or hourly wage in this award for the type of employment and the classification level of the employee, as the employee’s earnings are contingent on their productivity.

23.11 The base rate of pay in relation to entitlements under the National Employment Standards for an employee on a piecework rate is the minimum wage in clause 16—Classifications and adult minimum wages for the employee’s classification level.
Wine Industry Award 2010

23.12 The full rate of pay in relation to entitlements under the National Employment Standards for an employee on a piecework rate is the minimum wage in clause 16—Classifications and adult minimum wages for the employee’s classification level plus a loading of 20%.

24. Allowances

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.

[23 renumbered as 24 by PR559308 ppc 01Jan15]

[Varied by PR994496, PR998109, PR503731, PR509242, PR523072, PR536875, PR551798, PR559308, PR561478, PR566899, PR571850, PR579595, PR582656, PR592345, PR606568, PR704232, PR707733]

24.1 Travel and expenses

(a) Where an employee is required by the employer to travel from one place of work to another:

(i) the time occupied in such travel must be counted as time worked and paid for as such; and

(ii) the transport and fares for such travel must be provided by the employer or the expense incurred by the employee for such travel must be reimbursed by the employer.

(b) An employee compelled by their duties to spend the night away from their home or the property on which they are employed, must be fully reimbursed for all fares and other expenses incurred during the period they are away from their usual place of residence.

(c) When an employee finishes overtime or shiftwork at any time when their usual means of transport is not available, the employer must reimburse the employee for the cost of transport for the employee to get home.

24.2 Vehicle allowance

[23.2 varied by PR523072, PR536875, PR551798 ppc 01Jul14]

An employee who agrees with their employer to use their own motor vehicle on the employer’s business, must be paid $0.78 per kilometre travelled.

24.3 Meal allowance

[23.3 varied by PR998109, PR509242, PR523072, PR536875, PR551798; 24.3 varied by PR566899, PR579595; substituted by PR582656 ppc 01Aug16; varied by PR592345, PR606568, PR704232, PR707733 ppc 01Jul19]

An employee who works overtime must, in addition to the rates prescribed elsewhere in this award, be paid $14.70 as a meal allowance on each occasion they work overtime in excess of two hours following their ordinary day or shift. Provided that such meal allowance need not be made to an employee who can reasonably return home for a meal or who has been notified the day before that they will be required to work overtime or where the employee is provided with an adequate meal by the employer.
24.4 Loss or damage of tools

An employer must compensate an employee for the loss or damage caused by fire on the employer’s property of tools owned by an employee which are used by the employee in the course of their employment.

24.5 Skill allowances

(a) Leading hands

(i) Coopers stream leading hands

A leading hand in charge of coopers stream employees, except an employee engaged in the Grade 5 classification, must be paid:

<table>
<thead>
<tr>
<th>In charge of</th>
<th>Amount of the standard rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3–10 employees</td>
<td>137.1% per week extra</td>
</tr>
<tr>
<td>11–20 employees</td>
<td>207.4% per week extra</td>
</tr>
<tr>
<td>more than 20 employees</td>
<td>266.4% per week extra</td>
</tr>
</tbody>
</table>

(ii) Other leading hands

A leading hand in charge of other employees, except an employee engaged in the Grade 5 classification, must be paid:

<table>
<thead>
<tr>
<th>In charge of</th>
<th>Amount of the standard rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–4 employees</td>
<td>92.4% per week extra</td>
</tr>
<tr>
<td>5–10 employees</td>
<td>148.7% per week extra</td>
</tr>
<tr>
<td>more than 10 employees</td>
<td>227.7% per week extra</td>
</tr>
</tbody>
</table>

(b) Mobile crane operations

An employee engaged in operating a mobile crane must be paid 1.2% of the standard rate per hour extra while they are engaged on such work.

(c) First aid allowance

An employee who is the current holder of appropriate first aid qualifications, such as a certificate from the St John Ambulance or similar body and is appointed by the employer to perform first aid duty must be paid 75.6% of the standard rate per week extra or 15.1% of the standard rate per day extra.

24.6 Disability allowances

(a) Boilers and flues

An employee engaged in washing out and chipping boilers or in cleaning flues must be paid 50% extra while they are engaged in such work.

(b) Wet work

An employee who on any day works in a wet place must be paid 22.6% of the standard rate per day extra, unless provided with adequate protective clothing.
(c) **Wine vats**

An employee engaged in burning and/or waxing closed wine vats must be paid 4.2% of the standard rate per hour extra.

(d) **Confined spaces**

An employee working in a confined space as a cooper must be paid 1.4% of the standard rate per hour extra.

(e) **Dirty work**

An employee performing work as a cooper which is of an unusually dirty or offensive nature must be paid 0.8% of the standard rate per hour extra.

(f) **Cask firing**

An employee engaged in the cask firing as a cooper must be paid 23.8% of the standard rate per day or part thereof extra subject to a maximum of 119.2% of the standard rate per week extra.

### 24.7 District allowances

[24.7 varied by PR994496; deleted by PR561478 ppc 05Mar15]

### 24.8 Accident pay

[23.8 varied by PR994496, PR503731; 24.8 deleted by PR561478 ppc 05Mar15; new 24.8 inserted by PR571850 ppc 15Oct15]

(a) **Definitions**

For the purposes of this clause, the following definitions will apply:

(i) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers’ compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.

(ii) **Injury** will be given the same meaning and application as applying under the applicable workers’ compensation legislation covering the employer.

(b) **Entitlement to accident pay**

The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers’ compensation legislation for a maximum period of 26 weeks.

(c) **Calculation of the period**

(i) The 26 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.
(ii) The termination by the employer of the employee’s employment within the 26 week period will not affect the employee’s entitlement to accident pay.

(iii) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

(d) **When not entitled to payment**

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

(e) **Return to work**

If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

(f) **Redemptions**

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers’ compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

(g) **Damages independent of the Acts**

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers’ compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

(h) **Casual employees**

For a casual employee, the weekly payment referred to in clause 24.8(a)(i) will be calculated using the employee’s average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee’s average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

24.9 **Adjustment of expense related allowances**

(a) At the time of any adjustment to the **standard rate**, each expense related allowance must 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:
25. **Higher duties**

[24 renumbered as 25 by PR559308 ppc 01Jan15]

An employee engaged for two or more hours during one day on duties carrying a higher minimum wage than the employee’s ordinary classification must be paid the higher minimum wage for the day. If engaged for less than two hours during the day on higher duties, the employee must be paid the higher minimum wage for the time so worked.

26. **Payment of wages**

[25 renumbered as 26 by PR559308 ppc 01Jan15]

26.1 Wages must be paid either weekly or fortnightly. Alternative intervals of payment may be used for so long as the employee agrees in writing.

26.2 Wages must be paid by cash or electronic funds transfer (EFT) into the employee’s nominated bank or other recognised financial institution account.

26.3 On termination of the employment, wages due to an employee must be paid on the day of such termination or be forwarded to the employee on the next working day.

27. **Superannuation**

[26 renumbered as 27 by PR559308 ppc 01Jan15]

[Varied by PR994496, PR502466, PR530258, PR546075, PR546075]

27.1 **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.
27.2 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.

27.3 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 27.2.

(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 27.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 27.3(a) or (b) was made.

27.4 Superannuation fund

[26.4 varied by PR994496, PR502466 from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 27.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) or (b) to one of the following superannuation funds or its successor:

(a) HOSTPLUS; or

[26.4(b) substituted by PR530258 ppc 26Oct12]

(b) CareSuper; or

(c) AustralianSuper; or

(d) AustSafe Super; or

(e) MTAA Superannuation fund; or

[26.4(f) varied by PR546075 ppc 01Jan14]

(f) 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

[26.4(g) inserted by PR546075 ppc 01Jan14]

(g) a superannuation fund or scheme which the employee is a defined benefit member of.
Part 5—Hours of Work and Related Matters

28. Ordinary hours of work and rostering

[27 renumbered as 28 by PR559308 ppc 01Jan15]

[Varied by PR545532]

28.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

28.2 Ordinary hours of work—day workers

(a) Subject to clause 28.4, the ordinary hours of work for a day worker are an average of 38 per week.

(b) Subject to clauses 28.2(c) and 28.2(d), the ordinary hours of work are to be worked continuously, except for meal breaks, between the hours of 6.00 am and 6.00 pm, Monday to Friday.

(c) The ordinary hours of work for an employee rostered to perform work in the cellar door are to be worked continuously, except for meal breaks, between the hours of 6.00 am and 6.00 pm, Monday to Friday, and 8.00 am and 6.00 pm Saturday to Sunday.

(d) Despite clause 28.2(c) above:

[i] For the period of vintage, the ordinary hours of work for an employee rostered to perform work in the vineyard are to be worked continuously, except for meal breaks, between the hours of 5.00 am and 6.00 pm Monday to Saturday.

[ii] For the purposes of this clause, “vintage” means a period not exceeding six months between the months of November and June inclusive that starts on the date when the harvest of wine grapes begins at a particular site (vineyard) and ends on the date the last wine grapes are harvested at that site.

[iii] The employer must make and retain a record of the commencement and conclusion of each vintage in conjunction with relevant time and wages records.

[27.2(d) substituted by PR545532 ppc 20Jan14]

(iv) Where at the commencement of this provision an employer was utilising the extended ordinary hours for vineyard employees under the former clause 28.2(d) of this award, the terms of that provision will apply until the commencement of the vintage as defined in clause 28.2(d)(ii) above.

(e) The spread of hours may be varied by agreement between an employer and the majority of employees in the relevant workplace or the section or sections of it.

(f) The ordinary hours of work must not exceed 10 hours on any day, provided that the ordinary hours of work may extend to 12 hours on any day by
agreement between the employer and the majority of employees in the relevant workplace or the section or sections of it.

(g) **Penalty rates**

(i) The rate to be paid to a day worker for ordinary hours worked on a Saturday is 125% and on a Sunday is 200%.

(ii) A day worker required to work on a public holiday must be paid for a minimum of four hours work at the rate of 250%.

### 28.3 Ordinary hours of work—shiftworkers

(a) Subject to clause 28.4, the ordinary hours of work for a shiftworker are an average of 38 per week.

(b) The ordinary hours of work are to be worked continuously, except for meal breaks.

(c) For the purposes of this award:

(i) **afternoon shift** means any shift finishing after 6.00 pm and at or before midnight; and

(ii) **night shift** means any shift finishing after midnight and at or before 8.00 am.

(d) The ordinary hours of work must not exceed 10 hours on any shift, provided that the ordinary hours of work may extend to 12 hours on any day by agreement between the employer and the majority of employees in the relevant workplace or section or sections of it.

(e) **Afternoon and night shift allowances**

(i) An employee who works on afternoon or night shift must be paid 15% extra for such shift.

(ii) An employee who:

- during a period of engagement on shift, works night shift only; or

- remains on night shift for a longer period than four consecutive weeks; or

- works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle,

  must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift.

(f) **Rate for working on Saturday shifts**

The rate at which a shiftworker must be paid for work performed between midnight on Friday and midnight on Saturday is 150%. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 28.3(e).
(g) **Rate for working on Sunday and public holiday shifts**

The rate at which a shiftworker must be paid for all time worked on a Sunday is 200% and on a public holiday is 250%. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 28.3(e).

28.4 **Methods of arranging ordinary working hours**

The method of working the 38 hour week must be agreed between the employer and the majority of employees in the relevant workplace or section or sections of it and may be worked in one of the following arrangements:

(a) 19 days of eight hours in each four week period, with either a fixed or rostered day off;

(b) nine days of eight hours and one day of four hours in each fortnight with either a fixed half-day off or a rostered half-day off at the beginning or end of the working week;

(c) four days of eight hours and one day of six hours in each week, with the six hour day being at the beginning or end of the working week; or

(d) any other arrangement agreed to by the employer and the majority of employees directly affected.

28.5 **Daylight saving**

(a) Where by reason of State or Territory legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.

(b) The terms *standard time* and *summer time* have the same meaning as in the relevant State or Territory legislation.

28.6 **Make-up time**

An employee may elect, with the consent of the employer, to work make-up time, under which the employee takes times off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided for in clause 28—Ordinary hours of work and rostering, provided that on each occasion the employee elects to use this provision the resulting agreement is recorded in the time and wages records at the time when the agreement is made.

29. **Breaks**

[28 renumbered as 29 by PR559308 ppc 01Jan15]

29.1 A day worker must not be required to work for more than five hours without an unpaid meal break of between 30 and 60 minutes.
29.2 A shiftworker must not be required to work for more than four and a half hours without a paid meal break of 30 minutes, provided that up to six hours may be worked without the paid meal break by agreement with the employee concerned:

(a) where the shiftworker is a casual employee or a part-time employee engaged to work no more than six hours in any one shift; or

(b) where the shiftworker is working their ordinary hours on the basis of a short day each week.

29.3 In addition to the meal break provisions in clauses 29.1 and 29.2, an employee required to work more than two hours overtime immediately after the completion of their ordinary hours on a day or shift must be given a paid meal break of 30 minutes prior to the commencement of the overtime and after each four hours of overtime worked thereafter. The meal break prior to the commencement of overtime must be paid at the rate then applying to the employee for ordinary hours of work and subsequent meal breaks must be paid at the overtime rate then applying to the employee for overtime work.

29.4 An employee not given a meal break in accordance with clauses 29.1, 29.2 and 29.3 must be paid from then on a loading of 50% until the meal break is given.

29.5 In addition to the meal break provisions in clauses 29.1 and 29.2, an employee must be given a paid tea break of ten minutes on each day or shift.

30. **Overtime and penalty rates**

[29 renumbered as 30 by PR559308 ppc 01Jan15, varied by PR584174]

30.1 **Payment for working overtime**

Except as provided in clauses 30.2, 30.3 and 30.6, all time worked outside ordinary hours on any day or shift must be paid for at the rate of 150% for the first two hours on any day or shift and 200% thereafter until the completion of the overtime work.

30.2 **Sunday work**

An employee required to work overtime on a Sunday must be paid at the rate of 200% until the completion of the overtime.

30.3 **Public holiday work**

An employee required to work overtime on a public holiday must be paid for a minimum of four hours work at the rate of 250% until the completion of the overtime.

30.4 **Rest period after overtime**

(a) An employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 30.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
Wine Industry Award 2010

(b) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

30.5 Call back

Any employee recalled to work overtime after leaving the employer’s premises must be paid for a minimum of four hours’ work at the appropriate overtime rate, except where it is customary for an employee to return to their employer’s premises to perform a specific task outside their ordinary working hours or where the overtime commences, subject to a meal break, at the completion or before the commencement of ordinary working time.

30.6 Time off instead of payment for overtime

[30.6 substituted by PR584174 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 30.6.

(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 I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 30.6 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 30.6 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 30.6 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 30.6 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 30.6 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 30.6 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 30.6.

30A. Requests for flexible working arrangements

[30A inserted by PR701493 ppc 01Dec18]

30A.1 Employee may request change in working arrangements

Clause 30A 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 30A is an addition to s.65.

30A.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)).

30A.3 What the written response must include if the employer refuses the request

Clause 30A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 30A.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 30A.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.

30A.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 30A.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.
30A.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 30A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

31. Annual leave

[30 renumbered as 31 by PR559308 ppc 01Jan15]

[Varied by PR994496, PR567254, PR568686, PR583098]

31.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

31.2 Definition of a shiftworker

[31.2 substituted by PR567254 ppc 27May15]

For the purposes of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered on Sundays and public holidays.

31.3 Conversion to hourly entitlement

[30.3 varied by PR994496 from 01Jan10]

An employer may reach agreement with the majority of employees in the relevant workplace or a section or sections of it to convert the annual leave entitlement in s.87 of the Act to an hourly entitlement for administrative ease (e.g. 152 hours for a full-time employee entitled to four weeks of annual leave).

31.4 Annual leave loading

During a period of annual leave an employee must be paid a loading, in addition to their base rate of pay as referred to in s.90(1) of the Act, as follows:

(a) Day work

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of their base rate of pay as referred to in s.90(1) of the Act or the relevant weekend penalty rates, whichever is the greater but not both.

(b) Shiftwork

An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of their base rate of pay as referred to in s.90(1) of the Act or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.
(c) **Piecework**

An employee on a piecework rate must be paid a loading equal to 20% of their base rate of pay.

### 31.5 Excessive leave accruals: general provision

[31.5 renamed and substituted by PR583098 ppc 29Jul16]

Note: Clauses 31.5 to 31.7 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 31.2).

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

(c) Clause 31.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 31.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### 31.6 Excessive leave accruals: direction by employer that leave be taken

[New 31.6 inserted by PR583098 ppc 29Jul16]

(a) If an employer has genuinely tried to reach agreement with an employee under clause 31.5(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 31.5, 31.6 or 31.7 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 31.6(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.

31.7 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 31.5(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 31.6(a) that, when any other paid annual leave arrangements (whether made under clause 31.5, 31.6 or 31.7 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 31.5, 31.6 or 31.7 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 31.2) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under paragraph (a).
31.8 Annual leave in advance

[31.6 renumbered as 31.8 by PR583098 ppc 29Jul16; 31.8 renamed and substituted by PR583098 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 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 31.8 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

(c) The employer must keep a copy of any agreement under clause 31.8 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 31.8, 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.

31.9 Annual close down

[31.7 renumbered as 31.9 by PR583098 ppc 29Jul16]

Notwithstanding s.88 of the Act and clause 31.5 an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the relevant workplace or the section or sections of it, provided that:

(a) the employer gives not less than four weeks’ notice of the intention to do so; and

(b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate rate in accordance with s.90(1) of the Act and clause 31.4; and

(c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid annual leave for the period for which they have accrued sufficient annual leave and given untaken accrued rostered days off, time off instead of unpaid accrued overtime or unpaid leave for the remainder of the closedown; and

(d) any leave taken by an employee as a result of a close down pursuant to clause 31.8 also counts as service by the employee with their employer; and
the employer may only close down the relevant workplace or the section or sections of it pursuant to clause 31.8 for one or two separate periods in a year; and

if the employer closes down the relevant workplace or the section or sections of it pursuant to clause 31.8 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and

the employer may close down the relevant workplace or the section or sections of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

31.10 Proportionate leave on termination

[31.8 renumbered as 31.10 by PR583098 ppc 29Jul16]

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate rate in accordance with s.90(1) of the Act.

[30.9 substituted by PR994496; 31.9 deleted by PR568686 ppc 16Oct15]

31.11 Cashing out of annual leave

[31.11 inserted by PR583098 ppc 29Jul16]

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 31.11.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 31.11.

(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 31.11 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 31.11 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 31.11 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 31.11.

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 31.11.

Note 3: An example of the type of agreement required by clause 31.11 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

32. **Personal/carer’s leave and compassionate leave**

[31 renumbered as 32 by PR559308 ppc 01Jan15]

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

33. **Community service leave**

[32 renumbered as 33 by PR559308 ppc 01Jan15]

Community service leave is provided for in the NES.

34. **Public holidays**

[33 renumbered as 34 by PR559308 ppc 01Jan15]

34.1 Public holidays are provided for in the NES.

34.2 **Substitution of certain public holidays by agreement at the enterprise**

By agreement between the employer and the majority of employees in the relevant workplace or the section or sections of it, an alternative day may be taken as the public holiday instead of any of the prescribed days.

34.3 **Rostered day off falling on public holiday**

(a) Except as provided for in clauses 34.3(b) and (c) and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee’s ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:

(i) 7.6 hours of pay at the ordinary time rate; or

(ii) 7.6 hours of extra annual leave; or

(iii) a substitute day off on an alternative week day.

(b) Where an employee has credited time accumulated pursuant to clause 28.4, then such credited time should not be taken as a day off on a public holiday.
(c) If an employee is rostered to take credited time accumulated pursuant to clause 28.4 as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.

(d) Clauses 34.3(b) and (c) do not apply in relation to days off which are specified in an employee’s regular roster or pattern of ordinary hours as clause 34.3(a) applies to such days off.

35. Leave to deal with Family and Domestic Violence

[35 inserted by PR609416 ppc 01Aug18]

35.1 This clause applies to all employees, including casuals.

35.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 35.2(a) includes a former spouse or de facto partner.

35.3 Entitlement to unpaid leave

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12 month period of the employee’s employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.
35.4 Taking unpaid leave
An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

35.5 Service and continuity
The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.

35.6 Notice and evidence requirements

(a) Notice
An employee must give their employer notice of the taking of leave by the employee under clause 35. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence
An employee who has given their employer notice of the taking of leave under clause 35 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 35.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

35.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 35.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 35 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

An employee is not entitled to take leave under clause 35 unless the employee complies with clause 35.
Schedule A—Transitional Provisions

[Varied by PR991599, PR503731]

A.1 General

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

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,

(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

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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,

(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 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 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.
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**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
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<tr>
<td>1 July 2011</td>
<td>60%</td>
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<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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

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.

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.

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.

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**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

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 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 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 PR503731 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.
Schedule B—Classification Structure and Definitions

For the purposes of this award, the classification structure and definitions in the bottling, cellar, cellar door sales, laboratory, vineyard, warehouse and supply and coopers streams are as follows:

B.1 Bottling stream

B.1.1 Grade 1—Bottling stream

(a) An employee at this level is a trainee undertaking a three month induction training program, followed by training in the modules essential to the Grade 2 level.

(b) Such training will be completed and assessed within 12 months of service from the date of employment. The employee will automatically be appointed to Grade 2 on passing an accredited assessment for progression from Grade 1 to Grade 2.

B.1.2 Grade 2—Bottling stream

(a) Point of entry

(i) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with successful completion of training and assessment in all the following modules:

- attending packaging equipment;
- performing repetitive tasks such as:
  - binning/debinning unlabelled wines
  - application of capsules
  - hand labelling
  - carton making
  - packing wines
  - depalletising/palletising,
- bottling hygiene/housekeeping; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 2 employee performs the tasks associated with the modules essential to Grade 2 while demonstrating a safe and responsible approach and requiring little supervision in the performance of those tasks.
(c) Training and promotion

It is expected that training for Grade 3 will be completed and assessed within 24 months of appointment to Grade 2. Appointment to the Grade 3 classification will be automatic upon passing the accredited assessment.

B.1.3 Grade 3—Bottling stream

(a) Point of entry

(i) A Grade 2 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful completion of training and assessment in two or more of the following modules:

- forklift driving (certificate required);
- set up and efficient operation of one or more machines in:
  - set up for production
  - adjustments required during production
  - close down and clean at the end of production,
- change over of one or more machines;
- operation of service equipment related to packaging lines;
- boiler attendant (certificate required); or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 3 employee is expected to perform the tasks appropriate to the modules forming the basis of this grade and assists with the training of new employees. A Grade 3 employee may also be required to lead a packaging line on a relief or seasonal basis, provided they have received or are taking training in the modules essential to the Supervisor level.

(c) Training and promotion

To prepare for a position as a Grade 4, a Grade 3 employee will be trained and assessed in the modules essential to Grade 4, even if only on a relief basis.

B.1.4 Grade 4—Bottling stream

(a) Point of entry

(i) A Grade 3 employee who has successfully completed training and assessment in:

- operation and adjustment of equipment that requires a higher level of skill (as specified by the employer); or

- preparation of filling equipment which includes:
Wine Industry Award 2010

- sterilisation and sanitation of filling machines
- sterile wine filtration
- wine transfer; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 4 employee performs the tasks appropriate to the modules forming the basis of this grade and assists with the training of new employees. The Grade 4 employee may also take on the responsibility of leading a section or department within the winery in which the employee is employed.

(c) Training and promotion

For promotion to the level of Grade 5, a Grade 4 employee will be trained in all modules.

B.1.5 Grade 5—Bottling stream

(a) Point of entry

(i) A Grade 4 employee who has successfully completed training and assessment in the following modules:

- supervision in the workplace (relevant recognised qualification)
- bottling course (relevant recognised qualification)
- maintaining production records
- report writing; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 5 employee co-ordinates the work of employees within a department or a packaging line and maintains company standards relating to safety, quality and production volume. The duties include instructing employees in the modules which are essential to operations in the winery in which the employees are employed, with a conscious effort to continuously improve employee skills.

(c) Training and promotion

An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge. An employee at this level may also be required to undertake further management training for promotion to salaried positions.
B.2 Cellar stream

B.2.1 Grade 1—Cellar stream

(a) An employee at this level is a trainee undertaking a three month induction training program, followed by training in the modules essential to the Grade 2 level.

(b) Such training will be completed and assessed within 12 months of service from the date of employment. The employee will automatically be appointed to Grade 2 on passing an accredited assessment for progression from Grade 1 to Grade 2.

B.2.2 Grade 2—Cellar stream

(a) Point of entry

(i) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with successful completion of training and assessment in the following modules:

- cellar hygiene
- transferring of product including road tankers and racking if required
- additions
- wine blending
- safety regulations including confined space procedure and chemical handling; or

(ii) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with training in more than one stream and successful assessment in the following modules:

- cellar hygiene
- transferring of product
- safety regulations including confined space procedure and chemical handling; and

- two modules essential to one or two other streams such as:
  - palletising (bottling hall)
  - carton making (bottling hall)
  - forklift driving (warehouse/bottling hall)
  - heavy vehicle driving (warehouse); or

(iii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.
(b) **Duties**

A Grade 2 employee performs the tasks associated with the modules essential to Grade 2 while demonstrating a safe and responsible approach and requiring little supervision in the performance of those tasks and, subject to training, performs other duties as required, such as:

- tank waxing
- vintage operations such as:
  - crushing
  - press house work
  - tank cleaning (removing skins, etc),
- barrel washing
- forklift driving (certificate required); and
- wood stacking and transferring product to/from wood.

(c) **Training and promotion**

It is expected that training for Grade 3 will be completed and assessed within 24 months of appointment to Grade 2. Appointment to the Grade 3 classification will be automatic upon passing the accredited assessment.

**B.2.3 Grade 3—Cellar stream**

(a) **Point of entry**

(i) A Grade 2 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful completion of training and assessment in three of the following modules:

- forklift driving (certificate required)
- filtration (pad/cartridge/membrane, or earth or lees)
- centrifugation
- fortification
- ion exchange
- de-sulphurising
- juice concentration
- heat exchange
- spirit bond
- boiler attendant (certificate required)
Wine Industry Award 2010

- distiller (limited to equipment operation, including boiler)
- sparkling wine production; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 3 employee is expected, under limited supervision, to perform the duties required of a Grade 2 employee plus the duties appropriate to the three modules forming the basis of the qualifications for Grade 3. A Grade 3 employee may also be required to perform the duties appropriate to the operation of all other equipment following a period of training.

(c) Training and promotion

To prepare for a position as a Grade 4, a Grade 3 employee will be trained and assessed in the operation of all equipment within the winery in which the employee is employed, with the exception of distillery and boilers.

B.2.4 Grade 4—Cellar stream

(a) Point of entry

(i) A Grade 3 employee who has successfully completed training and assessment in the duties appropriate to the operation of all the equipment within the winery in which the employee is employed (except distillery and boiler equipment) and in the following:

- cellar procedures course (external)
- health, safety and welfare course (external or internal – on-going); or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 4 employee performs any task without supervision in the winery in which the employee is employed.

(c) Training and promotion

For promotion to Grade 5, a Grade 4 employee will be trained to take on the responsibilities of leading a section or department within the winery in which the employee is employed.

B.2.5 Grade 5—Cellar stream

(a) Point of entry

(i) A Grade 4 employee who has successfully completed training and assessment in the following:

- supervision and methods of instruction
• report writing
• such additional modules as required by the employer; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 5 employee co-ordinates the work of employees within a department and maintains company standards relating to safety, quality and production volume. The employees required to carry out these duties are those responsible for, but not limited to, departments such as output filtration, distillery and sparkling wines. The duties include instructing employees in the modules which are essential to operations in the winery in which the employees are employed, with a conscious effort to continuously improve employee skills.

(c) Training and promotion

An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge. An employee at this level may also be required to undertake further management training for promotion to salaried positions.

B.3 Cellar door sales stream

B.3.1 Grade 1—Cellar door sales stream

(a) An employee at this level is a trainee undertaking a three month induction training program, followed by training in the modules essential to the Grade 2 level.

(b) Such training will be completed and assessed within 12 months of service from the date of employment. The employee will automatically be appointed to Grade 2 on passing an accredited assessment for progression from Grade 1 to Grade 2.

B.3.2 Grade 2—Cellar door sales stream

(a) Point of entry

(i) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with successful completion of training and assessment in all of the following modules:

• wine appreciation and tasting
• sales/service
• tour guide
• office procedures; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.
(b) **Duties**

A Grade 2 employee performs the tasks associated with the modules essential to Grade 2 while demonstrating a safe and responsible approach and requiring little supervision in the performance of those tasks.

(c) **Training and promotion**

It is expected that training for Grade 3 will be completed and assessed within 24 months of appointment to Grade 2. Appointment to the Grade 3 classification will be automatic upon passing the accredited assessment.

**B.3.3 Grade 3—Cellar door sales stream**

(a) **Point of entry**

(i) A Grade 2 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful completion of training and assessment in the following modules:

- wine appreciation (external course)
- competency in the use of a visual display unit or PC and keyboard
- stock control/ordering
- invoicing—licensed, private and sample accounts
- banking procedures; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) **Duties**

A Grade 3 employee is expected to perform the duties required of a Grade 2 employee plus the duties appropriate to the modules forming the basis of the qualifications for Grade 3. A Grade 3 employee may also be required to perform the duties appropriate to the operation of other duties following a period of training.

(c) **Training and promotion**

To prepare for a position as a Grade 4, a Grade 3 employee will be trained and assessed in modules essential to Grade 4, even if only on a relief basis.

**B.3.4 Grade 4—Cellar door sales stream**

(a) **Point of entry**

(i) A Grade 3 employee who has successfully completed training and assessment in the following disciplines:

- resource management and work planning
- point of sale
- accident prevention and investigation
• state and national regulations appertaining to public places
• public relations—hospitality industry (external course); or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 4 employee plans and co-ordinates the activities within the cellar door sales department in which the Supervisor is employed while upholding company standards. Other duties include the responsibility for security in the absence of the cellar door sales manager.

(c) Training and promotion

An employee at this level may undertake further training for the purpose of updating their skills and knowledge. For promotion to Grade 5, a Supervisor will be trained in the disciplines necessary to take on those responsibilities, even if only on a relief basis.

B.4 Laboratory stream

B.4.1 Grade 1—Laboratory stream

(a) An employee at this level is a trainee undertaking a three month induction training program, followed by training in the modules essential to the Grade 2 level.

(b) Such training will be completed and assessed within 12 months of service from the date of employment. The employee will automatically be appointed to Grade 2 on passing an accredited assessment for progression from Grade 1 to Grade 2.

B.4.2 Grade 2—Laboratory stream

(a) Point of entry

(i) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with successful completion of training and assessment in three of the following modules:

• routine chemical analysis
• basic light microscopy and identification of micro-organisms
• sterility testing of bottled wine
• basic analytical or packaging instrumentation skills
• routine trial work
• on-line packaging quality monitoring
• incoming packaging materials assessment
• media or reagent preparation; or
(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 2 employee performs the tasks associated with the modules essential to Grade 2 and, subject to training, other duties as required while demonstrating a safe and responsible approach and requiring little supervision in the performance of those tasks.

(c) Training and promotion

It is expected that training for Grade 3 will be completed and assessed within 24 months of appointment to Grade 2. Appointment to the Grade 3 classification will be automatic upon passing the accredited assessment.

B.4.3 Grade 3—Laboratory stream

(a) Point of entry

(i) A Grade 2 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful completion of training and assessment in two of the following modules:

- propagation of micro-organisms
- non-routine trials
- two Grade 2 modules in which the employee has not yet been assessed
- advanced analytical, packaging or microbiological instrumentation
- reconciliation of results with standards; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 3 employee is expected to perform the duties required of a Grade 2 employee plus the duties appropriate to the two modules forming the basis of the qualifications for Grade 3. A Grade 3 employee may also be required to perform other duties following a period of training.

(c) Training and promotion

To prepare for a position as a Grade 4, a Grade 3 employee will be trained and assessed in modules essential to Grade 4.

B.4.4 Grade 4—Laboratory stream

(a) Point of entry

(i) A Grade 3 employee who:

- has successfully completed training and assessment in:

  - health, safety and welfare (external or internal course—on-going).
- plant monitoring and trouble shooting,
- working without direct supervision,
- training personnel in Grade 1 and Grade 2 modules,
- collating and recording information to supervisors within the department;

• is fully competent in all modules pertaining to one of the following areas:
  - analytical chemistry,
  - microbiology,
  - packaging quality control; and

• has commenced the chemistry or microbiology certificate or equivalent and understands all principles and practices which apply to the candidate’s chosen field; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 4 employee performs any task associated with the modules in which the employee has been assessed while undertaking to learn those modules in which the employee has not been assessed.

(c) Training and promotion

For promotion to Grade 5, a Grade 4 employee will be trained to take on the responsibilities of supervising a section or department within the winery in which the employee is employed.

B.4.5 Grade 5 (Supervisory)—Laboratory stream

(a) Point of entry

(i) A Grade 4 employee who has successfully completed training and assessment in the following disciplines:
  • supervision
  • report writing
  • communication with other departments
  • certificate or diploma applicable to the field of speciality; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.
(b) **Duties**

(i) A Grade 5 (Supervisory) employee co-ordinates the work of employees within a department and maintains company standards relating to safety, quality and production volume. The employees required to carry out these duties are those responsible for but not limited to departments such as quality control, analytical quality control, vintage laboratory and microbiology laboratory.

(ii) The duties include instructing employees in the modules which are essential to operations in the laboratory in which the employees are employed, with a conscious effort to continuously improve employee skills. Other duties include non-routine trial work and designing new tests/trials as required, investigating analytical exceptions and special projects.

(c) **Training and promotion**

An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge. An employee at this level may also be required to undertake further management training for promotion to salaried positions.

**B.4.6 Grade 5 (Technical)—Laboratory stream**

(a) **Point of entry**

(i) A Grade 4 employee who has successfully completed training and assessment in the following disciplines:

- advanced chemical, microbiological or packaging skills certification,
- appropriate qualification to the field of speciality,
- advanced and detailed knowledge of areas of research and product development; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) **Duties**

(i) A Grade 5 (Technical) employee:

- carries out advanced analytical, microbiological or packaging activities, and/or
- works without supervision on projects or product development, and/or
- reports on aspects of work in the area of speciality to management and other departments, and/or
- carries out complex network development or evaluation; and/or
- carries out complex processing trials.
(c) **Training and promotion**

An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge. An employee at this level may also be required to undertake further management training for promotion to salaried positions. Advancement from Grade 5 (Technical) will be associated with the acquisition of supervisory skills.

**B.5 Vineyard stream**

**B.5.1 Grade 1—Vineyard stream**

(a) An employee at this level is a trainee undertaking a three month induction training program, followed by training in the modules essential to the Grade 2 level.

(b) Such training will be completed and assessed within 12 months of service from the date of employment. The employee will automatically be appointed to Grade 2 on passing an accredited assessment for progression from Grade 1 to Grade 2.

**B.5.2 Grade 2—Vineyard stream**

(a) **Point of entry**

(i) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with successful completion of training and assessment in all of the following modules:

- pruning
- vine training
- basic machinery training
- irrigation
- harvesting
- safety and safety regulations (on-going)
- chemicals handling
- grafting; or

(ii) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with training in more than one stream and successful training and assessment in general viticulture (internal or external) and two modules essential to one or two other streams such as:

- forklift driving (certificate required)
- heavy vehicle driving
- basic machinery maintenance; or
(iii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 2 employee performs the tasks associated with the modules essential to Grade 2 while demonstrating a safe and responsible approach and requiring little supervision in the performance of those tasks and, subject to training, performs other duties as required, such as mechanical harvester operations and general vineyard machinery repair and maintenance.

(c) Training and promotion

It is expected that training for Grade 3 will be completed and assessed within 24 months of appointment to Grade 2. Appointment to the Grade 3 classification will be automatic upon passing the accredited assessment.

B.5.3 Grade 3—Vineyard stream

(a) Point of entry

(i) A Grade 3 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful completion of training and assessment in three of the following modules:

- mechanical harvesting operations
- routine repairs and maintenance
- pruning
- vine training
- planting
- trellising
- irrigation
- chemicals handling
- grafting; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 3 employee is expected to perform the duties required of a Grade 2 employee plus the duties appropriate to the three modules forming the basis of the qualifications for Grade 3. The Grade 3 employee may also be required to perform other duties following a period of training.

(c) Training and promotion

To prepare for a position as a Grade 4, a Grade 3 employee will be trained and assessed in the handling of all equipment and duties within the vineyard in which the employee is employed.
B.5.4 Grade 4—Vineyard stream

(a) **Point of entry**

(i) A Grade 3 employee who has successfully completed training and assessment in the duties appropriate to the operation of all the equipment within the vineyard in which the employee is employed and in the following:

- rural studies certificate or equivalent
- health, safety and welfare course (external or internal—on-going); or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) **Duties**

A Grade 4 employee performs any task without supervision in the vineyard in which the employee is employed.

(c) **Training and promotion**

For promotion to a Grade 5, a Grade 4 employee will be trained to take on the responsibilities of leading a section or department within the winery in which the employee is employed.

B.5.5 Grade 5—Vineyard stream

(a) **Point of entry**

(i) A Grade 4 employee who has successfully completed training and assessment in the following disciplines:

- supervision and methods of instruction
- report writing; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) **Duties**

A Grade 5 employee co-ordinates the work of employees within a section of the vineyard and maintains company standards relating to safety, quality and production volume. The duties include instructing employees in the modules which are essential to operations in the vineyard in which the employees are employed, with a conscious effort to continuously improve employee skills.

(c) **Training and promotion**

An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge. An employee at this level may also be required to undertake further management training for promotion to salaried positions.
B.6 Warehouse and supply stream

B.6.1 Grade 1—Warehouse and supply stream

(a) An employee at this level is a trainee undertaking a three month induction training program, followed by training in the modules essential to the Grade 2 level.

(b) Such training will be completed and assessed within 12 months of service from the date of employment. The employee will automatically be appointed to Grade 2 on passing an accredited assessment for progression from Grade 1 to Grade 2.

B.6.2 Grade 2— Warehouse and supply stream

(a) Point of entry

(i) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with successful completion of training and assessment in the following modules:

- forklift operations (certificate required)
- basic physical layout within locations
- basic warehouse or supply procedures
- basic warehouse or supply operations; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 2 employee performs, under supervision, a minimum period of six months on each of any two of the following duties:

(i) Supply

- bottle yard operation
- scrap yard operation
- order receipt
- material issue
- stock checks/control
- truck driver’s licence.

(ii) Warehouse

- production line forklift duties
- loading bay operations
• warehouse movements—as directed
• truck driver’s licence.

(c) Training and promotion

It is expected that training for Grade 3 will be completed and assessed within 24 months of appointment to Grade 2. Appointment to the Grade 3 classification will be automatic upon passing the accredited assessment.

B.6.3 Grade 3—Warehouse and supply stream

(a) Point of entry

(i) A Grade 2 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful completion of training and assessment in the following modules:
• the Grade 2 modules
• competent in the use of a computer
• a health, safety and welfare course; or

(ii) A Grade 2 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful assessment in the following modules:
• vintage cellar operations
• bottling hall operation; or

(iii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 3 employee is expected to perform the duties required of a Grade 2 employee plus the duties appropriate to two of the modules forming the basis of the qualifications for Grade 3. A Grade 3 employee may also be required to perform the duties appropriate to the operation of all other equipment following a period of training.

(c) Training and promotion

To prepare for a position as a Grade 4, a Grade 3 employee will be trained and assessed in the operation of all equipment and operations within the warehouse area in which the employee is employed.

B.6.4 Grade 4—Warehouse and supply stream

(a) Point of entry

(i) A Grade 3 employee who has completed an accredited assessment in the operation of all work performed in the warehouse or supply at Grades 2 and 3 level plus emergency procedures—in house and a health, safety and welfare course; or
(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 4 employee performs any task associated with the equipment within the warehouse area in which the employee is employed and is able to perform any task without supervision in the warehouse in which the employee is employed.

(c) Training and promotion

For promotion to Grade 5, a Grade 4 employee will be trained in the duties of supervising a section or area in which the employee is employed in the warehouse.

B.6.5 Grade 5—Warehouse and supply stream

(a) Point of entry

(i) A Grade 4 employee who has completed an accredited assessment in the following disciplines:

- Supervision—approved course (internal/external)
- forklift operators examiner’s course
- report writing
- warehouse—overall knowledge of despatch office procedures
- supply—overall knowledge of supply office procedures; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 5 employee co-ordinates the work of those within their area of responsibility in the warehouse including maintaining the employer’s standards relating to safety, quality and production volume, and instructing other employees in modules essential to the operations of the warehouse in which the employees are employed.

(c) Training and promotion

An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge. An employee at this level may also be required to undertake further management training for promotion to salaried positions.
B.7 Coopers stream

B.7.1 Grade 1—Coopers stream

(a) An employee at this level is a trainee undertaking a three month induction training program, followed by training in the modules essential to the Grade 2 level.

(b) Such training will be completed and assessed within 12 months of service from the date of employment. The employee will automatically be appointed to Grade 2 on passing an accredited assessment for progression from Grade 1 to Grade 2.

B.7.2 Grade 2—Coopers stream

(a) Point of entry

(i) A Grade 1 employee who has passed an accredited assessment for progression from Grade 1 to Grade 2 with successful completion of training and assessment in the following modules:

- basic supply procedures
- basic supply operations
- basic wood storage/knowledge
- forklift driver’s licence
- basic machinery use
- basic safety regulations and procedures; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 2 employee performs tasks associated with the modules essential to Grade 2 while demonstrating a safe and responsible approach and requiring little supervision.

(c) Training and promotion

It is expected that training for Grade 3 will be completed and assessed within 24 months of appointment to Grade 2. Appointment to the Grade 3 classification will be automatic upon passing the accredited assessment.

B.7.3 Grade 3—Coopers stream

(a) Point of entry

(i) A Grade 2 employee who has passed an accredited assessment for progression from Grade 2 to Grade 3 with successful completion of training and assessment in three of the following modules:

- setting up and efficient operation of one or more machines
• safety regulations including confined space procedure
• forklift driving
• basic machine maintenance
• product storage and transfer
• health, safety and welfare course (internal or external); or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties
A Grade 3 employee is expected to perform the duties required of a Grade 2 employee and also the operation and adjustment of equipment that requires a higher skill. A Grade 3 employee also performs duties appropriate to the modules forming the basis of the qualifications of Grade 3.

(c) Training and promotion
To prepare for a position as a Grade 4, a Grade 3 employee will be trained and assessed in the operation of all equipment and operations within the area in which the employee is employed.

B.7.4 Grade 4—Coopers stream

(a) Point of entry

(i) A person who has completed a recognised apprenticeship as a Trades Cooper; or

(ii) A Grade 3 employee who has successfully completed training and assessment in the following:
• resource management and work planning
• accident prevention and investigation
• supervision and methods of instruction
• report writing
• such additional modules as required by the employer; or

(iii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

(i) A Grade 4 employee performs tasks in all aspects of the manufacture and maintenance of casks, barrels and vats including:
• making or repairing any cask or any article composed of staves and hoops
• preparing and shaping timber with hand tools for casks or vats
Wine Industry Award 2010

- putting together and/or finishing casks or vats with hand tools
- heading casks
- grading or classifying timber to be used for the purpose of building casks or vats
- performing any other work relating to coopering as directed
- being responsible for directing a trades assistant and/or an apprentice
- co-ordinating the work of employees
- maintaining appropriate standards relating to safety, quality and production volumes; and
- co-ordination and instruction of Grade 1, 2 and 3 employees.

(c) Training and promotion

For promotion to Grade 5, a Grade 4 employee will be trained to take on the responsibilities of supervision, co-ordination and instruction.

B.7.5 Grade 5—Coopers stream

(a) Point of entry

(i) A Grade 4 employee who has successfully completed training and assessment in:
   - supervision and instruction
   - forklift drivers examiner’s course
   - report writing
   - restructuring
   - overall knowledge of supply and production procedures; or

(ii) A person deemed by the employer to have the necessary skills and competence to satisfactorily perform duties at this level.

(b) Duties

A Grade 5 employee co-ordinates the work of those within any area of responsibility, including on safety standards, quality standards, production standards and/or works without supervision on projects and product development.

(c) Training and promotion

An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge. An employee at this level may also be required to undertake further management training for promotion to salaried positions.
Schedule C—School-based Apprentices

[Varied by PR991599, PR544321]

C.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.

C.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.

C.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.

C.4 For the purposes of clause C.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.

C.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.

C.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.

C.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.

[C.8 substituted by PR544321 ppc 01Jan14]

C.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.

[C.9 substituted by PR544321 ppc 01Jan14]

C.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.

[C.10 substituted by PR544321 ppc 01Jan14]

C.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.

C.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.
Schedule D—National Training Wage

[Varied by PR991599, PR994496, PR997995, PR509121, PR522952, PR536755, PR545787, PR551678, PR566769, PR579875; deleted by PR593865 ppc 01Jul17]
Schedule E—Supported Wage System

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

E.2 In this schedule:

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

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

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (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

E.3 Eligibility criteria

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

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
E.4  **Supported wage rates**

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

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<tr>
<th>Assessed capacity (clause E.5)</th>
<th>Relevant minimum wage</th>
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[E.4.2 varied by PR994496, PR998748, PR510670, PR525068, PR537893, PR551831, PR568050, PR581528, PR592689, PR606630, PR709080 ppc 01Jul19]

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

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

E.5  **Assessment of capacity**

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the 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.

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

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

[E.6.1 varied by PR542210 ppc 04Dec13]

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

[E.6.2 varied by PR542210 ppc 04Dec13]

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
E.7  Review of assessment

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

E.8  Other terms and conditions of employment

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

E.9  Workplace adjustment

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

E.10  Trial period

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

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

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

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

E.10.5  Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.
Schedule F—Part-day Public Holidays

[Sched F inserted by PR532630 ppc 23Nov12; renamed and varied by PR544519 ppc 21Nov13; renamed and varied by PR557581, PR573679, PR580863, PR598110, PR701683 ppc 21Nov18]

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

F.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

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

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

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

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

(e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

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

(g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(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.

This schedule is not intended to detract from or supplement the NES.
Schedule G—Agreement to Take Annual Leave in Advance

[Schd G inserted by PR583098 ppc 29Jul16]

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____________________________________________

Name of employer: _____________________________________________

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

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

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

Signature of employee: ________________________

Date signed: ___/___/20___

Name of employer representative: ______________________________________

Signature of employer representative: ______________________________________

Date signed: ___/___/20___

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

I agree that:

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

Name of parent/guardian: ______________________________________

Signature of parent/guardian: ______________________________________

Date signed: ___/___/20___
Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by PR583098 ppc 29Jul16]

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 I—Agreement for Time Off Instead of Payment for Overtime

[Sched I inserted by PR584174 ppc 22Aug16]

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___