**Mobile Crane Hiring Award 2010**

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 November 2020 ([PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm)).

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

10—Types of employment

24—Overtime

Current review matter(s): [AM2014/47](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201447-annual-leave); [AM2014/190](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014190-transitional); [AM2014/196](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014196-part-time); [AM2014/197](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014197-casual); [AM2014/278](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000032?m=AM2014/278); [AM2014/300](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014300-award); [AM2014/301](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014301-public); [AM2015/1](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20151-family-and); [AM2015/2](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/am20152-family-friendly-work-arrangemen-0); [AM2016/8](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20168-payment-wages); [AM2016/15](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201615-plain-language); [AM2016/17](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201617-national); [AM2016/23](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000032?m=AM2014/278)

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1. Application and Operation
2. Title

This award is the *Mobile Crane Hiring Award 2010*.

1. Commencement and transitional

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm), [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm)]

* 1. This award commences on 1 January 2010.
  2. The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.
  3. This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:
* minimum wages and piecework rates
* casual or part-time loadings
* Saturday, Sunday, public holiday, evening or other penalties
* shift allowances/penalties.

[2.4 varied by [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm) ppc 04Dec13]

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

[2.5 varied by [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm) ppc 04Dec13]

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

[2.6 varied by [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements:
     1. on its own initiative; or
     2. on application by an employer, employee, organisation or outworker entity covered by the modern award; or
     3. 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
     4. 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.

1. Definitions and interpretation

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm), [PR503641](http://www.fwc.gov.au/awardsandorders/html/PR503641.htm), [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm), [PR571838](http://www.fwc.gov.au/awardsandorders/html/PR571838.htm)]

* 1. In this award, unless the contrary intention appears:

[Definition of **accident pay** inserted by [PR571838](http://www.fwc.gov.au/awardsandorders/html/PR571838.htm) ppc 15Oct15]

**accident pay** means a weekly payment made to an employee by the employer that is the difference between the amount of workers’ compensation received by the employee and the employee’s minimum weekly rate (including industry allowance) prescribed by clause 13–Wage rates. Where the incapacity caused by the injury which leads to workers’ compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the employee’s minimum weekly rate (including industry allowance) for that period. The minimum weekly rate does not include over award payments, shift loadings, overtime, attendance payments, bonus payments, fares and travelling allowance, site allowance, or other such rates

[Definition of **Act** substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

[Definition of **award-based transitional instrument** inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

[Definition of **Commission** deleted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

**crane crew** means workers with the qualifications and flexibility to perform the duties of crane operators and dogger/riggers on an interchangeable basis, provided that the crane operator will be regarded as the employee in charge of the crane crew

[Definition of **default fund employee** inserted by [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm) 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 [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm) 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 [PR503641](http://www.fwc.gov.au/awardsandorders/html/PR503641.htm) 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 [PR503641](http://www.fwc.gov.au/awardsandorders/html/PR503641.htm) 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)

**dogger** means a worker who carries out the work of slinging loads and who controls the movement of such loads when handled by lifting appliances. It is also the dogger’s responsibility to control loads when out of view of the crane operator. A dogger must hold the current certificates issued in accordance with statutory requirements.

**double time** means ordinary time plus 100%

[Definition of **employee** substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

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

[Definition of **employer** substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

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

[Definition of **enterprise award** deleted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

**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 [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm) ppc 01Jan14]

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

[Definition of **enterprise NAPSA** deleted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

[Definition of **injury** inserted by [PR571838](http://www.fwc.gov.au/awardsandorders/html/PR571838.htm) ppc 15Oct15]

**injury**, for the purposes of clause 14.5–Accident pay, has the same meaning as that contained in the applicable workers’ compensation legislation covering the employer in respect of a claim made by the employee

**MCE** means mobile crane employees in the mobile crane hiring industry

**mobile crane** means a crane having its own propulsion which includes tractor and crawler cranes

**mobile crane operator** meansthe operator who is the link between the operation of the mobile crane and its motive power and who controls the apparatus inside the crane’s cabin to regulate its movements i.e. ‘luffing’ (raising or lowering the jib or boom), ‘slewing’ (turning the crane on its axis) and/or ‘hoisting’ (raising or lowering) the hook. A crane operator must hold the current certificates in accordance with statutory requirements.

**mobile elevated work platform** meansa vehicle mounted unit with a telescoping device, hinged device, or articulated device or any combination of these used to support a platform on which personnel, equipment, or materials may be elevated to perform work

**mobile elevating work platform operator** meansan employee required to perform, alone or as part of a crew, tasks including:

* driving/relocating the platform between work locations;
* setting up the platform;
* operating the platform in a safe and efficient manner; and
* holding the current certificates in accordance with statutory requirements

[Definition of **MySuper product** inserted by [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

[Definition of **NES** substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

**NES** means the National Employment Standards as contained in [sections 59 to 131](http://www.fwc.gov.au/awardmod/download/nes.pdf) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) 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

**rigger** means a worker who in addition to the work of a dogger, is directly in charge of the initial work of setting up the crane and who ensures that all rigging work is carried out in a safe and efficient manner in accordance with statutory requirements.A rigger must hold the current certificates in accordance with statutory requirements.

**standard rate** means 1/38th of the minimum weekly wage for a mobile crane employee (MCE) level 1 in clause 13—Wage rates

**time and a half** means ordinary time plus 50%

[Definition of **transitional minimum wage instrument** inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

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

1. Coverage

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm), [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm)]

* 1. This award covers employers throughout Australia engaged in the **mobile crane hire industry** and their employees in the classifications within Schedule B—Classification Structure to the exclusion of any other modern award.
  2. The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

[New 4.4 inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. 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.

[New 4.5 inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. 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.

[New 4.6 inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

[4.4 renumbered as 4.7 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. The award does not cover clerical and administrative occupations.

[4.5 renumbered as 4.8 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. The award does not cover an employer bound by:
* the *Manufacturing and Associated Industries and Occupations Award 2010*; or
* the *Building and Construction General On-site Award 2010*.

[4.6 renumbered as 4.9 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. 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.

[4.7 renumbered as 4.10 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. For the purpose of clause 4.1, **mobile crane hire industry** meansthe service industry involving the hiring of mobile cranes, mobile elevated work platforms and like equipment and operating personnel to clients whose requirements include but are not limited to the provision and service of materials handling equipment, lifting and machinery movement equipment, earthmoving and construction plant hire and civil contracting, plant and mobile units for quarrying and mining projects, dig load and haul projects. Hiring can be on an hour by hour, day by day, or contract basis depending on the nature of the task.

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

1. 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.

1. The National Employment Standards and this award

The [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf) and this award combine to contain the minimum conditions of employment for employees covered by this award.

1. Individual flexibility arrangements

[Varied by [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm); 7—Award flexibility renamed and substituted by [PR712686](http://www.fwc.gov.au/awardsandorders/html/PR712686.htm) ppc 04Oct19]

* 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:
     1. arrangements for when work is performed; or
     2. overtime rates; or
     3. penalty rates; or
     4. allowances; or
     5. annual leave loading.
  2. An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
  3. An agreement may only be made after the individual employee has commenced employment with the employer.
  4. An employer who wishes to initiate the making of an agreement must:
     1. give the employee a written proposal; and
     2. if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
  5. 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.
  6. An agreement must do all of the following:
     1. state the names of the employer and the employee; and
     2. identify the award term, or award terms, the application of which is to be varied; and
     3. set out how the application of the award term, or each award term, is varied; and
     4. 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
     5. state the date the agreement is to start.
  7. An agreement must be:
     1. in writing; and
     2. signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
  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.
  9. The employer must keep the agreement as a time and wages record and give a copy to the employee.
  10. The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
  11. An agreement may be terminated:
      1. at any time, by written agreement between the employer and the employee; or
      2. by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](http://www.legislation.gov.au/Series/C2009A00028)).

* 1. 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.
  2. 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.

1. Consultation and Dispute Resolution
2. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](http://www.fwc.gov.au/awardsandorders/html/pr546288.htm), 8—Consultation renamed and substituted by [PR712686](http://www.fwc.gov.au/awardsandorders/html/PR712686.htm) ppc 04Oct19]

* 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:
     1. give notice of the changes to all employees who may be affected by them and their representatives (if any); and
     2. discuss with affected employees and their representatives (if any):
        1. the introduction of the changes; and
        2. their likely effect on employees; and
        3. measures to avoid or reduce the adverse effects of the changes on employees; and
     3. commence discussions as soon as practicable after a definite decision has been made.
  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:
     1. their nature; and
     2. their expected effect on employees; and
     3. any other matters likely to affect employees.
  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.
  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).
  5. In clause 8:

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

* + 1. termination of employment; or
    2. major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
    3. loss of, or reduction in, job or promotion opportunities; or
    4. loss of, or reduction in, job tenure; or
    5. alteration of hours of work; or
    6. the need for employees to be retrained or transferred to other work or locations; or
    7. job restructuring.
  1. 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 [PR712686](http://www.fwc.gov.au/awardsandorders/html/PR712686.htm) ppc 04Oct19]

**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:

* + 1. 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
    2. 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.

1. Dispute resolution

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm); substituted by [PR712686](http://www.fwc.gov.au/awardsandorders/html/PR712686.htm) ppc 04Oct19]

* 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](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
  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.
  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.
  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.
  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.
  6. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](http://www.legislation.gov.au/Series/C2009A00028) to use and that it considers appropriate for resolving the dispute.
  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.
  8. While procedures are being followed under clause 9 in relation to a dispute:
     1. work must continue in accordance with this award and the [Act](http://www.legislation.gov.au/Series/C2009A00028); and
     2. 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. Clause 9.8 is subject to any applicable work health and safety legislation.

1. Types of Employment and Termination of Employment
2. Types of employment

[Varied by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm)]

* 1. Employees under this award will be employed in one of the following categories:
* full-time weekly hire employees; or
* casual employees.
  1. At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time weekly hire or casual employee.

Casual employment

* + 1. A casual employee is one engaged and paid in accordance with the provisions of this clause. A casual employee will be entitled to all of the applicable rates and conditions of employment prescribed by this award except annual leave, paid personal leave, paid parental leave, paid community service leave, public holidays, notice of termination and redundancy.
    2. An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.

[10.3(c) varied by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* + 1. In addition to the rate appropriate for the type of work, a casual employee must be paid a loading of 25% of the hourly rate (plus the all-purpose industry allowance).

[10.3(d) varied by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* + 1. A casual employee required to work overtime, or on a Saturday, or on a Sunday, or on a public holiday, will be entitled to the relevant penalty rates prescribed by clause 24—Overtime provided that:
       1. where the relevant penalty is time and a half, the employee will be paid 175% of the hourly rate (plus the all-purpose industry allowance) for the employee’s classification;
       2. where the relevant penalty rate is double time, the employee will be paid 225% of the hourly rate (plus the all-purpose industry allowance) for the employee’s classification; and
       3. where the relevant penalty rate is double time and a half, the employee will be paid 275% of the hourly rate (plus the all-purpose industry allowance) for the employee’s classification.

[NOTE inserted by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

NOTE: The overtime penalty rates for casual employees have been calculated by adding the casual loading prescribed by clause 10.3(c) to the overtime penalty rates for full-time and part-time employees prescribed by clauses 24.2, 24.3 and 24.4.

* + 1. Casual employees will be engaged for a minimum period of four hours per day.

Casual conversion to full-time employment

* + 1. 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 six months, thereafter has the right to elect to have their contract of employment converted to full-time weekly hire employment if the employment is to continue beyond the conversion process.
    2. Every employer of such an employee must give the employee notice in writing of the provisions of clause 10.4(a) within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 10.4(a) if the employer fails to comply with this subclause.
    3. Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time weekly hire employment is deemed to have elected against any such conversion.
    4. Any casual employee who has a right to elect under clause 10.4(a), on receiving notice under clause 10.4(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 weekly hire employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
    5. Once a casual employee has elected to become and been converted to full-time weekly hire employment, the employee may only revert to casual employment by written agreement with the employer.
    6. Where, in accordance with clause 10.4(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.
    7. By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 10.4(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 10.4(a).
    8. For the purposes of clause 10.4(a), an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
    9. An employee must not be engaged and re-engaged to avoid any obligation under this award.

Loss of validation of licences/certificates

* + 1. Employees will notify the employer in the event of cancellation or suspension of licences and/or certificates required in the performance of their duties.
    2. Should either a licence or certificate held by an employee be cancelled or suspended and the employee has notified the employer in accordance with clause 10.5(a), all possible alternate employment options will be examined and where practicable provided by the employer.

1. Termination of employment

[Substituted by [PR712686](http://www.fwc.gov.au/awardsandorders/html/PR712686.htm) ppc 04Oct19]

NOTE: The [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

11.1 Notice of termination by an employee

* + 1. This clause applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

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

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

* + 1. In paragraph(b) **continuous service** has the same meaning as in section 117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. 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.
    3. 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).
    4. Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

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.

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

1. Industry specific redundancy scheme

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm)]

[12.1 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. The following redundancy clause for the mobile crane hiring industry is an industry specific redundancy scheme as defined in s.12 of the Act. In accordance with s.123(4)(b) of the Act the provisions of Subdivision B—*Redundancy pay* of Division 11 of the NES do not apply to employers and employees covered by this award.

Definitions

* + 1. **Redundancy** means any employment situation where the number of employees reasonably required by the employer exceeds the number required to perform the work which is available.
    2. Any one of the following factors may operate to reduce the amount of work which is available:
       1. closure of a company;
       2. a decline in trade or business opportunities;
       3. technological change or changes in the industry; or
       4. a decision by a company to cease providing a particular service performed by its employees in a locality or from a site or depot.
    3. **Retrenchment** means termination of an employee who is made redundant in accordance with any of the circumstances covered by clause 12.2(b).
    4. For the purpose of this clause, **continuous service** means service that will be deemed to be continuous notwithstanding an employee’s absence from work for any of the following reasons:
* annual leave, personal leave or parental leave;
* illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
* jury service;
* injury received during the course of employment and up to a maximum of 26 weeks for which the employee received workers compensation;
* where called up for military service for up to three months in any qualifying period;
* long service leave;
* any reason satisfactory to the employer, provided that the reason will not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.

Payment instead of notice

In supplementation of the NES, this subclause provides additional notice entitlements, to operate to the extent that the entitlements exceed those in the NES.

* + 1. Employees with more than 12 months continuous service will be entitled to receive four weeks pay at ordinary rates instead of notice.
    2. Employees with less than 12 months continuous service, other than casuals will be entitled to notice on the following basis:
       1. up to three months­—one week;
       2. more than three months up to six months—two weeks;
       3. more than six months up to nine months—three weeks; or
       4. over nine months—four weeks.
    3. An employee will be paid instead of such notice or be required to work one week of such notice and be paid any balance instead.

Retrenchment payments

* + 1. Retrenched employees with more than 12 months service, will be entitled to three weeks pay, at the ordinary rate of pay for each completed year of service and pro rata payments for any uncompleted final year up to a maximum of 27 weeks’ pay.
    2. Provided that any employee who had at 16 September 1994 accrued any entitlements of more than 27 weeks’ pay will be entitled to the number of weeks entitlement accrued at that date with payment at the ordinary rate of pay applicable at the date of retrenchment.

Other entitlements

In addition to the entitlements prescribed in clauses 12.3 and 12.4, retrenched employees are entitled to the following additional benefits:

* + 1. payment of public holidays occurring within 20 working days of the final day of employment;
    2. pro rata annual leave plus loading of 17.5%; and
    3. accumulated sick leave to a maximum of 10 days.

Transfer of business

[12.6 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. Except where an employee has received redundancy benefits, where a business is transferred from an employer (in this subclause called the old employer) to another employer (in this subclause called the new employee) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employee.
       1. the continuity of the employment of the employee will be deemed not to have been broken by reasons of such transfer; and
       2. the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer.
    2. In this subclause, business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.

1. Classifications and Minimum Wage Rates
2. Wage rates

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm), [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm); [PR997911](http://www.fwc.gov.au/awardsandorders/html/PR997911.htm), [PR509063](http://www.fwc.gov.au/awardsandorders/html/PR509063.htm), [PR522894](http://www.fwc.gov.au/awardsandorders/html/PR522894.htm), [PR536697](http://www.fwc.gov.au/awardsandorders/html/PR536697.htm), [PR551620](http://www.fwc.gov.au/awardsandorders/html/PR551620.htm), [PR566702](https://www.fwc.gov.au/awardsandorders/html/PR566702.htm), [PR579794](http://www.fwc.gov.au/awardsandorders/html/PR579794.htm), [PR592128](http://www.fwc.gov.au/awardsandorders/html/pr592128.htm), [PR606356](https://www.fwc.gov.au/documents/awardsandorders/html/pr606356.htm), [PR707442](https://www.fwc.gov.au/documents/awardsandorders/html/pr707442.htm), PR718849]

[13.1 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR997911](http://www.fwc.gov.au/awardsandorders/html/PR997911.htm), [PR509063](http://www.fwc.gov.au/awardsandorders/html/PR509063.htm), [PR522894](http://www.fwc.gov.au/awardsandorders/html/PR522894.htm), [PR536697](http://www.fwc.gov.au/awardsandorders/html/PR536697.htm), [PR551620](http://www.fwc.gov.au/awardsandorders/html/PR551620.htm), [PR566702](https://www.fwc.gov.au/awardsandorders/html/PR566702.htm), [PR579794](http://www.fwc.gov.au/awardsandorders/html/PR579794.htm), [PR592128](http://www.fwc.gov.au/awardsandorders/html/pr592128.htm), [PR606356](https://www.fwc.gov.au/documents/awardsandorders/html/pr606356.htm), [PR707442](https://www.fwc.gov.au/documents/awardsandorders/html/pr707442.htm), PR718849 ppc 01Nov20]

* 1. The minimum weekly rate of pay to employees in the mobile crane hiring industry will total the following weekly base rates of pay and the industry allowance set out in clause 13.2 for each classification level as described in Schedule B—Classification Structure.

| **Level Mobile Crane Employee (MCE)** | **Minimum weekly wage $** | **Minimum hourly wage $** |
| --- | --- | --- |
| Level 1 (MCE1) | 877.60 | 23.09 |
| Level 2 (MCE2) | 905.10 | 23.82 |
| Level 3 (MCE3) | 932.60 | 24.54 |
| Level 4 (MCE4) | 957.60 | 25.20 |
| Level 5 (MCE5) | 1006.10 | 26.48 |
| Level 6 (MCE6) | 1026.70 | 27.02 |
| Level 7 (MCE7) | 1054.20 | 27.74 |

[13.2 substituted by [PR503080](http://www.fwc.gov.au/awardsandorders/html/PR503080.htm) ppc 01Jan10]

* 1. All employees will paid an all-purpose industry allowance per week of 216.6% of the [standard rate](#standard_rate) in addition to the minimum classification rates set out in clause 13.

1. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](http://www.fwc.gov.au/documents/documents/modern_awards/allowances/MA000032-all.pdf).

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm), [PR503641](http://www.fwc.gov.au/awardsandorders/html/PR503641.htm), [PR509185](http://www.fwc.gov.au/awardsandorders/html/PR509185.htm), [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [PR551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm), [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm), [PR566842](http://www.fwc.gov.au/awardsandorders/html/PR566842.htm), [PR571838](http://www.fwc.gov.au/awardsandorders/html/PR571838.htm), [PR579537](http://www.fwc.gov.au/awardsandorders/html/PR579537.htm), [PR592291](http://www.fwc.gov.au/awardsandorders/html/PR592291.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR704175](https://www.fwc.gov.au/documents/awardsandorders/html/PR704175.htm), [PR707639](https://www.fwc.gov.au/documents/awardsandorders/html/pr707639.htm), [PR715727](https://www.fwc.gov.au/documents/awardsandorders/html/pr715727.htm), [PR719004](https://www.fwc.gov.au/documents/awardsandorders/html/pr719004.htm)]

Adjustment of monetary allowances

* + 1. This award contains wage-related allowances and expense-related (or reimbursement) allowances.
    2. All wage-related allowances are expressed as a percentage of the [standard rate](#standard_rate) and will be re-calculated at the time of any change in the [standard rate](#standard_rate).
    3. At the time of each adjustment to [standard rate](#standard_rate), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[14.1(d) varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10, [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm) ppc 01Jul10, [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm) ppc 01Jul12]

* + 1. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

| **Allowance** | **Applicable Consumer Price Index figure** |
| --- | --- |
| Protective clothing | Eight capital cities weighted average |
| Meal allowance | Meals out and take away foods sub-group |
| Overnight allowance | Domestic holiday travel and accommodation sub-group |
| Fares and travel | Transport group |
| Car allowance | Private motoring sub-group |

Wage-related allowances

Multi crane lift allowance

Where more than one crane is engaged on any single lift the following additional payments will be made:

* + - 1. where two cranes are engaged the drivers thereof will be paid at the rate of 16.1% of the [standard rate](#standard_rate) per day for each day so occupied;
      2. where three cranes are engaged the drivers thereof will be paid at the rate of 31.9% of the [standard rate](#standard_rate) per day for each day so occupied;
      3. where four cranes are engaged the drivers thereof will be paid at the rate of 47.7% of the [standard rate](#standard_rate) per day for each day so occupied; or
      4. where more than four cranes are engaged the drivers will be paid at the rate of 63.8% of the [standard rate](#standard_rate) per day for each day so occupied.

Pile driving allowance

An employee performing pile driving or extraction will receive 78.1% of the [standard rate](#standard_rate) per day or part thereof.

Expense-related allowances

Protective clothing

* + - 1. Where an employee is required to work in a place where in the absence of protective clothing or footwear, the employees’ clothing or footwear will become wet, the employee will provide such waterproof clothing, safety helmet and footwear, as necessary, and be reimbursed by the employer for the cost of such clothing and protective equipment. Alternatively the employer may provide such clothing and protective equipment.

[14.3(a)(ii) varied by [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm), [PR509185](http://www.fwc.gov.au/awardsandorders/html/PR509185.htm), [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [P551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm), [PR566842](http://www.fwc.gov.au/awardsandorders/html/PR566842.htm), [PR579537](http://www.fwc.gov.au/awardsandorders/html/PR579537.htm), [PR592291](http://www.fwc.gov.au/awardsandorders/html/PR592291.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR704175](https://www.fwc.gov.au/documents/awardsandorders/html/PR704175.htm), [PR707639](https://www.fwc.gov.au/documents/awardsandorders/html/pr707639.htm), [PR719004](https://www.fwc.gov.au/documents/awardsandorders/html/pr719004.htm) ppc 01Nov20]

* + - 1. The purchase of safety footwear will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion that an employee obtains safety footwear, the employer will subsidise the cost of such footwear to an amount of $67.74.
      2. The employee will purchase the approved type safety footwear and will present the receipt in order to obtain the subsidy.
      3. All employees will be eligible for the subsidy after one month qualifying service with the employer.

[14.3(a)(v) varied by [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm), [PR509185](http://www.fwc.gov.au/awardsandorders/html/PR509185.htm), [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [PR551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm), [PR566842](http://www.fwc.gov.au/awardsandorders/html/PR566842.htm), [PR579537](http://www.fwc.gov.au/awardsandorders/html/PR579537.htm), [PR592291](http://www.fwc.gov.au/awardsandorders/html/PR592291.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR704175](https://www.fwc.gov.au/documents/awardsandorders/html/PR704175.htm), [PR707639](https://www.fwc.gov.au/documents/awardsandorders/html/pr707639.htm), [PR719004](https://www.fwc.gov.au/documents/awardsandorders/html/pr719004.htm) ppc 01Nov20]

* + - 1. The purchase of a Tasmanian Bluey Jacket will be subsidised by the employer and will be replaced when required due to wear, loss or damage. On each occasion the employer will subsidise the cost of such jacket to an amount of $67.74.

Damage to clothing

After one month’s service with the employer, compensation to the extent of any damage sustained to personal clothing will be made where, during the course of the work, clothing is damaged.

Fares and travel allowance

[14.3(c)(i) varied by [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [PR551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm) ppc 01Jul14]

* + - 1. $17.43 per day will be paid to compensate for travel patterns and costs peculiar to the nature of employment in the mobile crane hiring industry i.e. paid only once per day.
      2. Provided that in NSW an additional amount of $6.90 per day (non-adjustable) will be paid. This additional allowance ceases to apply on 31 December 2014.
      3. This allowance will be payable for every day upon which an employee works or reports for work in accordance with the employer’s requirements but will not be taken into account in calculating overtime, penalty rates, annual leave, sick leave or rostered days off.
      4. An employee directed to a work site where there is no reasonable means of transport available on cessation of work will be reimbursed the cost of, or be supplied with, transport by the employer to return to the depot or point where work was commenced. Provided that this provision will apply only on the first day of engagement on any work site.

Car allowance

[14.3(d)(i) varied by [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [PR551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm) ppc 01Jul14]

* + - 1. An employee directed by an employer to use a private vehicle during working time will be paid $0.78 per kilometre measured to and from respective sites, in addition to payment for the time travelling at the appropriate ordinary time or overtime rate.
      2. Provided the time spent travelling from home to the initial work site and travelling from the final work site to home on any day will not be paid unless the employee travels beyond a radius of 50 kilometres from the employer’s depot. An employee travelling beyond the 50 kilometre radius on any day will be paid travelling time at the appropriate rate for the time taken travelling to and from the site to the 50 kilometre radius line.

Accommodation and overnight allowance

[14.3(e) varied by [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm), [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [PR551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm), [PR566842](http://www.fwc.gov.au/awardsandorders/html/PR566842.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR704175](https://www.fwc.gov.au/documents/awardsandorders/html/PR704175.htm), [PR707639](https://www.fwc.gov.au/documents/awardsandorders/html/pr707639.htm); substituted by [PR715727](https://www.fwc.gov.au/documents/awardsandorders/html/pr715727.htm) ppc 01Jul20]

* + - 1. Where an employee is required by the employer to be away from home overnight the employer will:

[14.3(e)(i)(A) varied by [PR719004](https://www.fwc.gov.au/documents/awardsandorders/html/pr719004.htm) ppc 01Nov20]

**(A)** pay the employee the greater of $73.47 per day or an amount which fully reimburses the employee for all reasonable accommodation and meal expenses incurred; or

**(B)** provide the worker with accommodation and three adequate meals each day; or

**(C)** provide the worker with accommodation and reimburse the employee for all reasonable meal expenses; or

**(D)** where employees are required to live in camp, provide all board and accommodation free of charge.

* + - 1. Any accommodation provided under clause 14.3(e)(i) must be in accordance with contemporary living standards taking into account the particular circumstances of the location in which the work is performed and must include reasonable washing, laundry, recreational, kitchen, external lighting, communications and fire protection facilities.

District allowances

[14.4 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

Accident pay

[14.5 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm); substituted by [PR503641](http://www.fwc.gov.au/awardsandorders/html/PR503641.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15; new 14.5 inserted by [PR571838](http://www.fwc.gov.au/awardsandorders/html/PR571838.htm) ppc 15Oct15]

* + 1. This clause commences on 15 October 2015.
    2. The employer must pay an employee accident pay.
    3. Subject to the relevant workers’ compensation claim being accepted, accident pay is payable from the time of the injury for which workers’ compensation is paid for a total of 52 weeks in respect to the employee’s incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.
    4. The termination of the employee’s employment whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 14.5(c). Such payment shall continue to apply except where the termination is due to serious and/or wilful misconduct. To qualify for the continuation of accident pay on termination, an employee shall if required provide evidence to the employer of the continuation of weekly compensation payments.
    5. Where 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 of receipt of the lump sum by the employee.
    6. If an employer has a scheme for the payment of accident pay that contains provisions generally not less favourable to employees than the provisions of this clause, the employer may apply to the Fair Work Commission for that scheme to apply instead of this clause.
    7. For a casual employee the weekly payment as defined in clause 3.1 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, shift loadings, overtime, attendance payments, bonus payments, fares and travelling allowance, site allowance, or other such rates.
    8. Accident pay will not apply in respect of any injury during the first five ordinary working days of incapacity.
    9. Accident pay will not apply to any incapacity occurring during the first three weeks of employment unless such incapacity extends beyond the first three weeks. In this situation accident pay will apply only to the period of incapacity after the first three weeks. Provided that industrial diseases contracted by gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to accident pay unless the employee has been employed at the time of the incapacity for a minimum period of one month.
    10. An employee on engagement may be required to declare all workers’ compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the entitlement to accident pay provided by this clause.
    11. 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.
    12. For the avoidance of doubt, an employee will not be entitled to any payment under this clause in respect of any period of workers’ compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.
    13. An employee shall not be entitled to accident pay in respect of any period of other paid leave.
    14. An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence; provided that such notice may be given by a representative of the employee.
    15. In order to receive accident pay, an employee shall conform to the requirements of the applicable workers’ compensation legislation as to medical examination. Where, in accordance with the applicable workers’ compensation legislation, a medical referee gives a certificate as to the condition of the employee and the employee’s fitness for work, or specifies work for which the employee is fit, and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

Civil damages claim

* + - 1. An employee receiving or who has received accident pay shall advise the employer of any action the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provided an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict of settlement on that injury.
      2. Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
      3. Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
    1. Nothing in this award shall require an employer to insure against liability for accident pay.
    2. Any changes in compensation rates under the applicable workers’ compensation legislation shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.
    3. All rights to accident pay shall cease on the death of an employee.
    4. In the event of any dispute arising as to the entitlement of an employee to payment of accident pay, the matter shall be dealt with by clause 9—Dispute resolution.

Transitional airfares provision in respect of employees in the Territory of Christmas Island

[14.6 inserted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm); renumbered as 14.4 by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm); 14.4 renumbered as 14.6 by [PR571838](http://www.fwc.gov.au/awardsandorders/html/PR571838.htm) ppc 15Oct15]

* + 1. An employee domiciled in the Territory of Christmas Island is entitled to an annual return airfare for themselves and their spouse or de facto partner after 12 months’ continuous service.
    2. The airfare payable is the equivalent of a return economy airfare from Christmas Island to Perth.
    3. Clause 14.6 ceases to operate on 31 December 2014

1. National training wage

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm); renamed by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

See Schedule C—National Training Wage

1. Supported wage system

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm); renamed by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

See Schedule D—Supported Wage System

**17. School–based apprenticeship**

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm); deleted by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

1. Higher duties

[18 renumbered as 17 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

Where an employee on any day performs work in a classification attracting a higher rate of pay then such higher rate of pay will apply for the whole day.

1. Inclement weather

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm)]

[19(a) to (d) renumbered as 19.1 to 19.4 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), renumbered as 18.1 to 18.4 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

* 1. Employees will not be entitled to payment for time lost due to inclement weather unless work has ceased by agreement with the employer provided that employees will not be required to work in unsafe conditions.

[19(b) renumbered as 19.2 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. Subject to clause 18.1, employees unable to work at a site due to inclement weather may be required to:
* remain on site; or
* transfer the crane to an alternative site; or
* return to the depot;

until such inclement weather ceases or abates to allow safe work to continue.

[19(c) renumbered as 19.3 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* 1. Where cranes are left on site for five working days or more and employees are deemed to be part of the site, the procedures on the site will apply. A crane will not be removed from a site if it is unsafe to do so as a result of weather conditions.

[19(d) renumbered as 19.4 by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

Definitions

* **Inclement weather** means the existence of abnormal climatic conditions (i.e. rain, hail, snow, high winds, cold, extreme high temperature of the like or any combination thereof) by virtue of which it is not reasonable or safe to continue working whilst the same prevail
* **Employer** means owner, manager or recognised agent of the owner or manager of the company
* **Site procedures** relate only to this inclement weather clause

1. Payment of wages

[20 renumbered as 19 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11 ; varied by [PR719897](https://www.fwc.gov.au/documents/awardsandorders/html/pr719897.htm)]

Methods of payment

Wages will be paid in cash, cheque or direct transfer into the employee’s bank (or other recognised financial institution) account either weekly or fortnightly.

Wages to be paid during working hours

* + 1. Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.
    2. If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.

Payment by cheque

In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the encashment of the cheque.

Day off coinciding with pay day

* + 1. In the event that an employee, by virtue of the arrangement of ordinary working hours, is to take a day off on a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day.
    2. Provided that where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

[19.5 deleted by [PR719897](https://www.fwc.gov.au/documents/awardsandorders/html/pr719897.htm) ppc 11Jun20]

Casual employees

[19.6 renumbered as 19.5 by [PR719897](https://www.fwc.gov.au/documents/awardsandorders/html/pr719897.htm) ppc 11Jun20]

Where a casual employee is engaged for a work period which includes the designated pay day, wages will be paid in accordance with such arrangements. This will not affect the employee’s status as a casual. If a casual is engaged on a daily basis, then the payment will be made on a daily basis unless otherwise mutually agreed.

Payment on termination of employment

[New 19.6 inserted by [PR719897](https://www.fwc.gov.au/documents/awardsandorders/html/pr719897.htm) ppc 11Jun20]

* + 1. If the employment of an employee terminates, the employer must pay the employee the following amounts in accordance with clause 19.6:
       1. the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
       2. all other amounts that are due to the employee under this award and the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
    2. The amounts described at clause 19.6(a)(i) must be paid to the employee:
       1. on the day of termination; or
       2. forwarded by electronic transfer or post on the next working day.
    3. The amounts described at clause 19.6(a)(ii) must be paid to the employee:
       1. on the day of termination; or
       2. forwarded by electronic funds transfer by no later than 7 days after the day on which the employee’s employment terminates.
    4. The requirement to pay wages and other amounts under clause 19.6(a) is subject to the employer making deductions authorised by this award or the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 117(2) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

Note 2: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](http://www.legislation.gov.au/Series/C2009A00028), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

1. Superannuation

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm); 21 renumbered as 20 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

Superannuation legislation

* + 1. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the superannuation fund nominated in the award covering the employee applies.
    2. The rights and obligations in these clauses supplement those in superannuation legislation.

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.

Voluntary employee contributions

* + 1. 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 20.2.
    2. 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.
    3. The employer must pay the amount authorised under paragraph clauses 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

Superannuation fund

[21.4 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or 20.3(b) to one of the following superannuation funds or its successor:

* + 1. Construction and Building Industry Super (Cbus);

[20.4 varied by [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm) ppc 01Jan14]

* + 1. 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

[20.4(c) inserted by [PR546000](http://www.fwc.gov.au/awardsandorders/html/PR546000.htm) ppc 01Jan14]

* + 1. a superannuation fund or scheme which the employee is a defined benefit member of.

1. Hours of Work and Related Matters
2. Ordinary hours of work

[22 renumbered as 21 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

* 1. The ordinary hours of work will be 38 per week, Monday to Friday, worked continuously at the discretion of the employer, between 6.00 am and 6.00 pm, except for meal breaks, arranged in accordance with clause 23—Breaks.
  2. The method of working the 38 hour week may be any one of the following:
     1. by employees working less than eight ordinary hours each day; or
     2. by employees working less than eight ordinary hours on one or more days each week; or
     3. by fixing one week day on which all employees will be off during a particular work cycle; or
     4. by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
  3. A regular starting and finishing time will be fixed at each depot, which will not be changed, except after notice of at least a week. Provided that an employee/s starting time for a particular day may be altered to suit the business requirements of the employer by mutual agreement with the employee/s concerned.
  4. The ordinary hours of work prescribed herein will not exceed 10 hours on any day provided that any arrangement of ordinary working hours in excess of eight hours in any one day will be with the agreement of the majority of employees involved.
  5. An assessment should be made as to which method of implementation best suits the business and the proposal will be discussed with the employees concerned.
  6. Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the establishment concerned.

Providing for rostered days off

* + 1. Where the hours of work are arranged in accordance with clause 21.2(c) and 21.2(d) the ordinary working hours will be worked in a 20 day cycle, Monday to Friday inclusive, with eight hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing toward the 20th day which will be taken as a paid day off and known as a rostered day off.
    2. An employee will be entitled to 13 rostered days off per year provided that the number of rostered days off will be reduced to the extent of any annual leave taken on the basis of one day for each four weeks of annual leave taken.
    3. By mutual agreement between the employer and employee, rostered days off may be accumulated to a maximum of five days over a 20 week period. Accumulated rostered days off must be taken no later than the 14 day period commencing at the time of the fifth accumulated rostered day off of the 20 week cycle.
    4. Where an employer and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.
    5. Where a majority of the employees request that their representative is to be consulted, consultation will take place at least five days prior to the alternate rostered day off being implemented.
    6. Employees who agree to work on the rostered day off to satisfy the employer’s business requirements will take an alternative rostered day off on a mutually convenient day prior to the next rostered day off. Where agreement cannot be reached it will be taken in conjunction with the next rostered day off.
    7. Except in the case of an emergency circumstance no employee will be required to work on a rostered day off. Where an emergency circumstance does occur the employee will be paid an additional day’s pay at ordinary rates for that week (that is 45 hours and 36 minutes pay for that week at the ordinary rate instead of 38 hours’ pay) in addition to being given a substitute rostered day off. An emergency will mean where less than 24 hours notice of the requirement to work on the rostered day off has been given.
    8. In the case of termination an employee who has not worked a completed 19 day four week cycle will receive pro rata accrued entitlements for each day worked in such cycle.

Make-up time

* + 1. Subject to a majority of employees at a workplace agreeing to introduce this provision an employee, other than an employee on shiftwork, may elect, with the consent of the employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.
    2. Subject to a majority of employees at a workplace agreeing to introduce this provision an employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.

1. Shiftwork

[23 renumbered as 22 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

* 1. An employee may be required to work shiftwork.
  2. Except as otherwise provided for in this clause, shiftworkers will be paid 15% more than the ordinary rate for such shifts.
  3. Shiftworkers who work on any afternoon or night shift roster which does not continue for at least five successive afternoons or nights will be paid for each shift 50% for the first two hours, and 100% for the remaining hours, in addition to the ordinary rate.
  4. Where on a site at which the employee is engaged the shift premiums for the majority of employees are higher than those provided in clause 22.2, such employee will receive such higher shift premiums.
  5. Where an employee is engaged in shiftwork on a site where employees receive compensation by way of annual leave and annual leave loading or otherwise for working Saturday, holiday and/or Sunday shifts, such employee will be given similar compensation for working such shifts.
  6. All time worked on Saturdays will be paid at overtime rates.
  7. All time worked on Sundays will be paid at the rate of double time.
  8. All time worked on holidays will be paid at the rate of double time and a half.
  9. All work outside the ordinary hours of shiftwork will be paid at the rate of double time.
  10. A day worker required to work shiftwork will receive one week’s notice or payment of penalty rates.

Definitions:

* + 1. **Day shift** means any shift starting at or after 6.00 am and before 10.00 am.
    2. **Afternoon shift** means any shift starting at or after 10.00 am and before 8.00 pm.
    3. **Night shift** means anyshift starting at or after 8.00 pm and before 6.00 am.

1. Breaks

[Varied by [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm); 24 renumbered as 23 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11; varied by [PR509185](http://www.fwc.gov.au/awardsandorders/html/PR509185.htm), [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/PR536818.htm), [PR551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm), [PR566842](http://www.fwc.gov.au/awardsandorders/html/PR566842.htm), [PR579537](http://www.fwc.gov.au/awardsandorders/html/PR579537.htm), [PR592291](http://www.fwc.gov.au/awardsandorders/html/PR592291.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR704175](http://www.fwc.gov.au/documents/awardsandorders/html/PR704175.htm), [PR707639](http://www.fwc.gov.au/documents/awardsandorders/html/pr707639.htm), [PR719004](http://www.fwc.gov.au/documents/awardsandorders/html/pr719004.htm)]

Meal interval

* + 1. A set meal interval will be established in each depot by mutual agreement between the employer and employees which may be altered by the employer by giving one week’s notice. An employee will cease work for a meal interval of 30 minutes on all working days, except Saturday and Sunday, between the hours of 11.30 am and 1.00 pm, inclusive.
    2. An employee may be required to change the meal break to suit the requirements of the employer or client, provided that an employee who has not completed the meal break after six hours from the normal starting time on any day to suit the requirements of the employer or the client will be paid at the overtime rates prescribed in clause 24—Overtime for the period from six hours after normal starting time until a meal break is allowed.

Meal interval during overtime

* + 1. If the period of overtime is more than 1.5 hours after working ordinary hours an employee, before starting such overtime, will be allowed a meal break of 20 minutes, which will be paid for at ordinary time.
    2. If agreement is reached between the employer and employee for variation of this provision to meet the circumstances of work in hand, then the employer will not be required to make payment in excess of 20 minutes.
    3. An employee working overtime will be allowed a meal break of 20 minutes for each four hours of overtime worked provided that the employee continues to work after such meal break.

[23.2(d) varied by [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm), [PR509185](http://www.fwc.gov.au/awardsandorders/html/PR509185.htm), [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [PR551741](http://www.fwc.gov.au/awardsandorders/html/PR551741.htm), [PR566842](http://www.fwc.gov.au/awardsandorders/html/PR566842.htm), [PR579537](http://www.fwc.gov.au/awardsandorders/html/PR579537.htm), [PR592291](http://www.fwc.gov.au/awardsandorders/html/PR592291.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR704175](http://www.fwc.gov.au/documents/awardsandorders/html/PR704175.htm), [PR707639](http://www.fwc.gov.au/documents/awardsandorders/html/pr707639.htm), [PR719004](https://www.fwc.gov.au/documents/awardsandorders/html/pr719004.htm) ppc 01Nov20]

* + 1. An employee required to work overtime for more than 1.5 hours after working ordinary hours will either be supplied meals by the employer, or be paid $15.71 for the first and subsequent meals.

[23.2(e) varied by [PR998134](http://www.fwc.gov.au/awardsandorders/html/PR998134.htm), [PR509185](http://www.fwc.gov.au/awardsandorders/html/PR509185.htm), [PR523015](http://www.fwc.gov.au/awardsandorders/html/PR523015.htm), [PR536818](http://www.fwc.gov.au/awardsandorders/html/pr536818.htm), [PR551741](http://www.fwc.gov.auawardsandorders/html/PR551741.htm), [PR566842](http://www.fwc.gov.au/awardsandorders/html/PR566842.htm), [PR579537](http://www.fwc.gov.au/awardsandorders/html/PR579537.htm), [PR592291](http://www.fwc.gov.au/awardsandorders/html/PR592291.htm), [PR606513](http://www.fwc.gov.au/documents/awardsandorders/html/pr606513.htm), [PR704175](http://www.fwc.gov.au/documents/awardsandorders/html/PR704175.htm), [PR707639](http://www.fwc.gov.au/documents/awardsandorders/html/pr707639.htm), [PR719004](https://www.fwc.gov.au/documents/awardsandorders/html/pr719004.htm) ppc 01Nov20

* + 1. An employee required to start work two or more hours prior to the normal commencement time will be paid $15.71 meal allowance and be allowed a 20 minute meal break as soon as is practicable.
    2. Such allowance will be payable in any event where an employee is required to start work at or prior to 5.00 am.
    3. Where an employee is required to work overtime on a Saturday or Sunday the first prescribed meal break will be between 10.00 am and 1.00 pm and be paid at ordinary rates.

1. Overtime

[25 renumbered as 24 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11; varied by [PR585479](http://www.fwc.gov.au/awardsandorders/html/PR585479.htm), [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm)]

* 1. An employee may be required to work reasonable overtime and such overtime need not be limited to one job only. An employee may be notified to work such overtime prior to leaving the employer’s premises or where the employee agrees, after having left the employer’s premises.
  2. All time worked on weekdays outside the ordinary hours and on Saturdays will be paid at time and a half for the first two hours and double time thereafter. Provided that overtime worked after 12 noon on Saturday will be paid at double time.
  3. All time worked on a Sunday will be paid at double time.
  4. All time worked on a public holiday will be paid at double time and a half.

[New 24.5 inserted by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* 1. A casual employee must be paid in accordance with the overtime penalty rates prescribed by clause 10.3(d).

[24.5 renumbered as 24.6 by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* 1. An employee will be paid a minimum of four hours at the appropriate penalty rates for working overtime on a Saturday, Sunday or public holiday.

[24.6 renumbered as 24.7 by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* 1. An employee travelling between the depot and nominated work site outside of ordinary hours will be paid at the appropriate overtime rates for the period of such travel.

[24.7 renumbered as 24.8 by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* 1. An employee travelling to and/or from home to start/finish overtime when reasonable means of transport are not available will either be provided with transport to and/or from home or paid ordinary rates for the time taken for such travel.

[24.8 renumbered as 24.9 by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* 1. When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts. An employee who works so much overtime:
     1. between the finish of ordinary work on any day or shift and the commencement of ordinary work on the next day or shift, that the employee has not had at least 10 consecutive hours off duty between these times; or
     2. on Saturdays, Sundays and holidays, not being ordinary working days, or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee’s ordinary commencing time on the next ordinary day or shift

will, subject to this subclause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

[24.9 renumbered as 24.10 by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* 1. If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double rates until released from duty for such a period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

[24.10 renumbered as 24.11 by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

Call back

* + 1. An employee recalled to work after leaving the employer’s premises will be paid a minimum of four hours at the appropriate penalty rates. The employee will not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.
    2. An employee directed to be on standby either at home, place of work or elsewhere, to work prior to or after ordinary hours, or on a Saturday, or on a Sunday or public holiday, will be paid standby time at the ordinary rate for the period from which the employee is directed to standby and until released by the employer.
    3. Where such overtime goes beyond midnight or commences between midnight and 2.00 am, a minimum of eight hours at the appropriate rate will be paid.

Time off instead of payment for overtime

[24.11 substituted by [PR585479](http://www.fwc.gov.au/awardsandorders/html/PR585479.htm) ppc 16Sep16; renumbered as 24.12 by [PR723935](https://www.fwc.gov.au/documents/awardsandorders/html/pr723935.htm) ppc 20Nov20]

* + 1. 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.
    2. 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 24.12.
    3. An agreement must state each of the following:
       1. the number of overtime hours to which it applies and when those hours were worked;
       2. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
       3. 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;
       4. that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 24.12 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

* + 1. 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 24.12 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

* + 1. Time off must be taken:
       1. within the period of 6 months after the overtime is worked; and
       2. at a time or times within that period of 6 months agreed by the employee and employer.
    2. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.12 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.
    3. 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.
    4. The employer must keep a copy of any agreement under clause 24.12 as an employee record.
    5. 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.
    6. 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 24.12 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).

* + 1. If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 24.12 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 24.12.

24A. Requests for flexible working arrangements

[24A inserted by [PR701432](https://www.fwc.gov.au/documents/awardsandorders/html/pr701432.htm) ppc 01Dec18]

24A.1 Employee may request change in working arrangements

Clause 24A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) 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 24A is an addition to s.65.

24A.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:

* + 1. the needs of the employee arising from their circumstances;
    2. the consequences for the employee if changes in working arrangements are not made; and
    3. 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)).

24A.3 What the written response must include if the employer refuses the request

Clause 24A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 24A.2.

* + 1. 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.
    2. If the employer and employee could not agree on a change in working arrangements under clause 24A.2, the written response under s.65(4) must:
       1. 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
       2. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

24A.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 24A.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.

24A.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 24A, can be dealt with under clause 9—Dispute resolution.

1. Leave and Public Holidays
2. Annual leave

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm); 26 renumbered as 25 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11; varied by [PR568675](http://www.fwc.gov.au/awardsandorders/html/PR568675.htm), [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm), [PR575590](http://www.fwc.gov.au/awardsandorders/html/pr575590.htm)]

Leave entitlement

[26.1 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. Section 87 of the Act prescribes the entitlement to annual leave. It does not apply to casual employees.
    2. For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

Arrangements for taking leave

[25.2(c) deleted by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm); 25.2 substituted by [PR575590](http://www.fwc.gov.au/awardsandorders/html/pr575590.htm) ppc 02Aug17]

* + 1. The annual leave will be given and taken in one or two continuous periods. If given in two separate periods, then one of those two periods must be at least 21 consecutive days, including non-working days.
    2. If the employer and an employee so agree, an annual leave entitlement may be given and taken in two separate periods, neither of which is of at least 21 consecutive days, including non-working days, or on three separate periods.
    3. Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
    4. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

Annual leave in advance

[New 25.3 inserted by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm) ppc 29Jul16]

* + 1. 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.
    2. An agreement must:
       1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
       2. 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 25.3 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

* + 1. The employer must keep a copy of any agreement under clause 25.3 as an employee record.
    2. 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 25.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Payment for annual leave

[26.3(a) varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]; 25.3 renumbered as 25.4 by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm) ppc 29Jul16

* + 1. Section 90 of the Act prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment. Annual Leave is dealt with in Division 6 of the NES.
    2. **Loading on annual leave**

An employer is required to pay an additional leave loading of 17.5% of that payment, provided that where the employee would have received shift loadings prescribed by clause 22—Shiftwork, had they not been on leave and such loading would be of a greater amount than 17.5%, then it will apply to the relevant weekly wage rate instead of 17.5%. The loading prescribed above will also apply to proportionate leave on lawful termination.

Annual close-down

[25.4 renumbered as 25.5 by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm) ppc 29Jul16]

* + 1. Where an employer closes down the depot or a section thereof, for the purposes of allowing annual leave to all or the bulk of employees in the depot or section concerned: 
       1. The employer will give not less than four weeks notice of the close‑down.
       2. An employer may stand off for the duration of the close-down all employees in the depot, or section concerned, and allow to those who are not then qualified for a full entitlement to annual leave paid leave on a proportionate basis.
       3. An employee who has qualified for a full entitlement to annual leave will be allowed paid leave.
       4. All time during which an employee is stood off without pay for the purposes of this subclause will be deemed to be time of service for the purpose of annual leave accrual.
       5. An employer may close down the depot for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the depot in two separate periods, one of those periods will be for a period of at least 21 consecutive days including non-working days.
       6. Where the majority of the employees in the depot or section concerned agree, the employer may close down the depot in accordance with this subclause in two separate periods either of which is of at least 21 consecutive days including non-working days, or in three separate periods. In such cases the employer will advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.

Part close-down and part rostered leave

[25.5 renumbered as 25.6 by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm) ppc 29Jul16]

* + 1. An employer may close down the depot, or a section thereof, for a period of at least 21 consecutive days including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
    2. An employer may close down the depot, or a section thereof for a period of less than 21 consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave will be subject to the agreement of the employer and the majority of employees in the depot, or a section thereof, and before asking the employees concerned for their agreement the employer will advise them of the proposed date of the close-down or close-downs and the details of the annual leave roster.

Cashing out of annual leave

[25.7 inserted by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm) ppc 29Jul16]

* + 1. Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.7.
    2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.7.
    3. 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.
    4. An agreement under clause 25.7 must state:
       1. the amount of leave to be cashed out and the payment to be made to the employee for it; and
       2. the date on which the payment is to be made.
    5. An agreement under clause 25.7 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
    6. 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.
    7. An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
    8. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
    9. The employer must keep a copy of any agreement under clause 25.7 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 25.7.

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 25.7.

Note 3: An example of the type of agreement required by clause 25.7 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

Excessive leave accruals: general provision

[25.8 inserted by [PR575590](http://www.fwc.gov.au/awardsandorders/html/pr575590.htm) ppc 02Aug17]

Note: Clauses 25.8 to 25.10 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.

* + 1. 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 25.1(b)).
    2. 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.
    3. Clause 25.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
    4. Clause 25.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

[25.9 inserted by [PR575590](http://www.fwc.gov.au/awardsandorders/html/pr575590.htm) ppc 02Aug17]

* + 1. If an employer has genuinely tried to reach agreement with an employee under clause 25.8(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.
    2. However, a direction by the employer under paragraph (a):
       1. 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 25.8, 25.9 or 25.10 or otherwise agreed by the employer and employee) are taken into account; and
       2. must not require the employee to take any period of paid annual leave of less than one week; and
       3. 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
       4. must not be inconsistent with any leave arrangement agreed by the employer and employee.
    3. The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
    4. 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 25.9(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.

Excessive leave accruals: request by employee for leave

[25.10 inserted by [PR575590](http://www.fwc.gov.au/awardsandorders/html/pr575590.htm) ppc 02Aug17]

* + 1. Clause 25.10 comes into operation from 2 August 2018.
    2. If an employee has genuinely tried to reach agreement with an employer under clause 25.8(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.
    3. However, an employee may only give a notice to the employer under paragraph (b) if:
       1. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
       2. the employee has not been given a direction under clause 25.9(a) that, when any other paid annual leave arrangements (whether made under clause 25.8, 25.9 or 25.10 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
    4. A notice given by an employee under paragraph (b) must not:
       1. 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 25.8, 25.9 or 25.10 or otherwise agreed by the employer and employee) are taken into account; or
       2. provide for the employee to take any period of paid annual leave of less than one week; or
       3. 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
       4. be inconsistent with any leave arrangement agreed by the employer and employee.
    5. An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 25.1(b)) in any period of 12 months.
    6. The employer must grant paid annual leave requested by a notice under paragraph (b).

1. Personal/carer’s leave and compassionate leave

[27 renumbered as 26 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

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

1. Community service leave

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm); 28(a) to (b) renumbered as 28.1 to 28.2, renumbered as 27.1 to 27.2 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11]

* 1. Community service leave is provided for in the NES. This clause provides additional provisions.
  2. A weekly hire employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time (including fares and travel) the employee would have worked had the employee not been on jury service.

1. Public holidays

[Varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm); 29 renumbered as 28 by [PR508275](http://www.fwc.gov.au/awardsandorders/html/PR508275.htm) ppc 20May11; varied by [PR712242](https://www.fwc.gov.au/documents/awardsandorders/html/pr712242.htm)]

National Employment Standards

* + 1. Public holidays are provided for in the NES.

[28.1(b) substituted by [PR712242](https://www.fwc.gov.au/documents/awardsandorders/html/pr712242.htm) ppc 04Oct19]

* + 1. An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

[New 28.1(c) inserted by [PR712242](https://www.fwc.gov.au/documents/awardsandorders/html/pr712242.htm) ppc 04Oct19]

* + 1. An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

[28.1(c) renumbered as 28.1(d) by [PR712242](https://www.fwc.gov.au/documents/awardsandorders/html/pr712242.htm) ppc 04Oct19]

* + 1. This clause supplements the NES entitlements. An employer who terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which will lie upon the employer) will pay the employee a day’s ordinary wages for each holiday prescribed in or each holiday in a group which falls within 10 consecutive calendar days after the day of termination.

[Note inserted by [PR712242](https://www.fwc.gov.au/documents/awardsandorders/html/pr712242.htm) ppc 04Oct19]

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

[Part 7 ‑ Transitional Provisions deleted by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm) ppc 01Jan10]

1. Leave to deal with Family and Domestic Violence

[29 inserted by [PR609349](https://www.fwc.gov.au/documents/awardsandorders/html/pr609349.htm) ppc 01Aug18]

* 1. This clause applies to all employees, including casuals.

Definitions

* + 1. 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:

* + - 1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
      2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
      3. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
    1. A reference to a spouse or de facto partner in the definition of family member in clause 29.2(a) includes a former spouse or de facto partner.

Entitlement to unpaid leave

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

* + 1. the leave is available in full at the start of each 12 month period of the employee’s employment; and
    2. the leave does not accumulate from year to year; and
    3. 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.

Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

* + 1. is experiencing family and domestic violence; and
    2. 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.

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.

Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 29. The notice:

* + - 1. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
      2. must advise the employer of the period, or expected period, of the leave.

Evidence

An employee who has given their employer notice of the taking of leave under clause 29 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 29.4.

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.

Confidentiality

* + 1. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 29.6 is treated confidentially, as far as it is reasonably practicable to do so.
    2. Nothing in clause 29 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.

Compliance

An employee is not entitled to take leave under clause 29 unless the employee complies with clause 29.

1. —Transitional Provisions

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm), [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR503641](http://www.fwc.gov.au/awardsandorders/html/PR503641.htm)]

General

* + 1. The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. The provisions of this schedule are to be applied:
       1. 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;
       2. when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
       3. 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
       4. when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

Minimum wages – existing minimum wage lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,

[A.2.1(b) substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + - 1. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
      2. 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.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. 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.
    3. 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.
    4. From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

| **First full pay period on or after** |  |
| --- | --- |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review.
    2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Minimum wages – existing minimum wage higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,

[A.3.1(b) substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + - 1. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
      2. 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.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. 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.
    3. 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.
    4. 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% |

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

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.

Loadings and penalty rates – existing loading or penalty rate lower

[A.5.1 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

[A.5.2 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. 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.
    2. 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.
    3. From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

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

Loadings and penalty rates – existing loading or penalty rate higher

[A.6.1 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

[A.6.2 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

[A.6.3 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. 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.
    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** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

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

Loadings and penalty rates – no existing loading or penalty rate

[A.7.1 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

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

[A.7.3 substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

* + 1. 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% |

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

Former Division 2B employers

[A.8 inserted by [PR503641](http://www.fwc.gov.au/awardsandorders/html/PR503641.htm) ppc 01Jan11]

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

1. —Classification Structure

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm)]

Classifications

Mobile Crane Employee Level 1 (MCE1)

Skills and duties

An employee at MCE1 level may perform the following tasks:

* Dogger
* Counterweight/Gear Truck Driver
* Mobile Hydraulic Platform Operator–up to 17m
* up to 20 tonne Slew Crane Operator

Minimum qualifications

An employee at MCE1 level must have successfully obtained the following minimum qualification:

* Dogging License; or
* Boom-type elevating work platform License (WP); or
* Heavy Rigid License (HR); and
* Slew Crane License of up to 20 tonnes

Mobile Crane Employee Level 2 (MCE2)

Skills and duties

An employee at MCE2 level may perform the following tasks:

* 21t–60t Slew Crane Operator (C2 &C6)
* Non Slew (Franna) Operator (CN)
* Basic Rigger (structural steel frames erection or assembly of mobile cranes)
* Mobile Hydraulic Platform Operator - 17m and up to 28m

Minimum qualifications

An employee at MCE2 level must have successfully obtained the following minimum qualification:

* Heavy Rigid License (HR); and
* Slew Crane License of up to 60 tonne; or
* Non Slew Crane Operator License; or
* Basic Rigger ticket; or
* Boom-type elevating work platform license (WP).

Mobile Crane Employee Level 3 (MCE3)

Skills and duties

An employee at MCE3 1evel may perform the following tasks:

* 61t–100t Slew Crane Operator (C1);
* Intermediate Rigger (Tower Crane erecting or Pre CastConcrete component erection);
* Mobile Hydraulic Platform Operator–28m and above.

Minimum qualifications

An employee at MCE3 level must have successfully obtained the following minimum qualification:

* Heavy Combination License (HC); and
* Slew Crane License of up to 100 tonne; or
* Intermediate Riggers License; or
* Boom-type elevating work platform license (WP).

Mobile Crane Employee Level 4 (MCE4)

Skills and duties

An employee at MCE4 level may perform the following tasks:

* 101t–200t Slew Crane Operator (No boom trailer) (CO);
* Advanced Rigger; or
* Heavy Low Bed Transport Operator.

Minimum qualifications

An employee at MCE4 level must have successfully obtained the following minimum qualification:

* Heavy Combination License (HC); and
* Doggers ticket; and
* Slew Crane License of over 100 tonne; or
* Advanced Rigger; or
* Multi Combination License.

Mobile Crane Employee Level 5 (MCE5)

Skills and duties

An employee at MCE5 level may perform the following tasks:

* 201t - 300t Slew Crane (CO);
* less than 100t Slew Crane with Boom Trailer; or
* less than100t Slew Crane with Luffing Fly Jib.

Minimum qualifications

An employee at MCE5 level must have successfully obtained the following minimum qualification:

* Slew Crane License of over 100 tonne; and
* Heavy Combination License (HC); and
* Doggers ticket.

Mobile Crane Employee level 6 (MCE6)

Skills and duties

An employee at MCE6 level may perform the following tasks:

* 301t–400t Slew Crane Operator (CO); or
* less than 200t Crane Operator with Luffing Fly Jib.

Minimum qualifications

An employee at MCE6 level must have successfully obtained the following minimum qualification:

* Slew Crane License of over 100 tonne; and
* Heavy Combination License (HC); and
* Riggers ticket.

Mobile Crane Employee level 7 (MCE7)

Skills and duties

An employee at MCE7 level may perform the following tasks:

* 401t or greater Slew Crane (CO); or
* less than 200t with Superlift type attachment.

Minimum qualifications

An employee at MCE7 level must have successfully obtained the following minimum qualification:

* Slew Crane License of over 100 tonne; and
* Heavy Combination License (HC); and
* Intermediate Rigger.

1. —National Training Wage

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm); substituted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) ppc 01Jan10; varied by [PR997911](http://www.fwc.gov.au/awardsandorders/html/PR997911.htm), [PR509063](http://www.fwc.gov.au/awardsandorders/html/PR509063.htm), [PR522894](http://www.fwc.gov.au/awardsandorders/html/PR522894.htm), [PR536697](http://www.fwc.gov.au/awardsandorders/html/PR536697.htm), [PR545787](http://www.fwc.gov.au/awardsandorders/html/PR545787.htm), [PR551620](http://www.fwc.gov.au/awardsandorders/html/PR551620.htm), [PR566702](https://www.fwc.gov.au/awardsandorders/html/PR566702.htm), [PR579794](http://www.fwc.gov.au/awardsandorders/html/PR579794.htm), [PR592128](http://www.fwc.gov.au/awardsandorders/html/pr592128.htm), [PR606356](https://www.fwc.gov.au/documents/awardsandorders/html/pr606356.htm), [PR707442](https://www.fwc.gov.au/documents/awardsandorders/html/pr707442.htm); substituted by [PR719629](https://www.fwc.gov.au/documents/awardsandorders/html/PR719629.htm) ppc 25Aug20; varied by [PR718849](https://www.fwc.gov.au/documents/awardsandorders/html/pr718849.htm); corrected by [PR724124](https://www.fwc.gov.au/documents/awardsandorders/html/pr724124.htm)]

Definitions

* + 1. In this schedule:

**adult trainee** means a trainee who would qualify for the highest minimum wage in wage level A or B if covered by that wage level.

**approved training**, in relation to a trainee, means the training specified in the training contract of the trainee.

**Australian Qualifications Framework (AQF)** means the national framework for qualifications in post-compulsory education and training.

**relevant State or Territory training authority** means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

*Apprenticeship and Traineeship Act 2001* (NSW);

*Education and Training Reform Act 2006* (Vic);

*Training and Skills Development Act 2008* (SA);

*Training and Skills Development Act 2016* (NT);

*Training and Tertiary Education Act 2003* (ACT);

*Training and Workforce Development Act 2013* (Tas);

*Vocational Education and Training Act 1996* (WA);

*Further Education and Training Act 2014* (Qld).

**trainee** means an employee undertaking a traineeship under a training contract.

**traineeship** means a system of training that:

* + 1. has been approved by the relevant State or Territory training authority; and
    2. meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
    3. leads to an AQF certificate level qualification.

**training contract** means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

**training package** means the competency standards and associated assessment guidelines for an AQFcertificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee.

**wage level A or B**, see clause C.4.

**Year 10** includes any year before Year 10.

* + 1. A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:
    2. include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and
    3. include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and
    4. not include any period during a calendar year after the completion during that year of a year of schooling.

Coverage

* + 1. Subject to clauses C.2.2 to C.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQFcertificate level are allocated to a wage level by clause C.6 or by clause C.4.4.
    2. This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause C.6.
    3. This schedule does not apply to:
    4. the apprenticeship system; or
    5. qualifications not identified in training packages; or
    6. qualifications in training packages that are not identified as appropriate for a traineeship.
    7. If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.
    8. This schedule ceases to apply to an employee at the end of the traineeship.

Types of traineeship

The following types of traineeship are available:

* + 1. A full-time traineeship based on 38 ordinary hours per week, with **20%** of those hours being approved training;
    2. A part-time traineeship based on fewer than 38 ordinary hours per week, with **20%** of those hours being approved training provided:
    3. wholly on the job; or
    4. partly on the job and partly off the job; or
    5. wholly off the job.

Minimum rates

[C.4 substituted by [PR718849](https://www.fwc.gov.au/documents/awardsandorders/html/pr718849.htm); corrected by [PR724124](https://www.fwc.gov.au/documents/awardsandorders/html/pr724124.htm) ppc 01Nov20]

Minimum weekly rates for full-time traineeships

Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause C.6.1 is the weekly rate specified in Column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Column 1**  **Experience level of trainee** | **Column 2**  **Highest year of schooling completed** | | |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per week** | **per week** | **per week** |
|  | **$** | **$** | **$** |
| School leaver | 338.60 | 372.90 | 444.20 |
| Plus 1 year out of school | 372.90 | 444.20 | 517.00 |
| Plus 2 years out of school | 444.20 | 517.00 | 601.60 |
| Plus 3 years out of school | 517.00 | 601.60 | 688.80 |
| Plus 4 years out of school | 601.60 | 688.80 |  |
| Plus 5 or more years out of school | 688.80 |  |  |

NOTE: See clause C.4.3 for other minimum wage provisions that affect clause C.4.1(a).

Wage level B

The minimum rate for a full-time trainee undertaking an AQFCertificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause C.6.2 or by clause C.4.4 is the weekly rate specified in Column 2 of **Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Column 1**  **Experience level of trainee** | **Column 2**  **Highest year of schooling completed** | | |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per week** | **per week** | **per week** |
|  | **$** | **$** | **$** |
| School leaver | 338.60 | 372.90 | 432.20 |
| Plus 1 year out of school | 372.90 | 432.20 | 497.20 |
| Plus 2 years out of school | 432.20 | 497.20 | 583.10 |
| Plus 3 years out of school | 497.20 | 583.10 | 665.10 |
| Plus 4 years out of school | 583.10 | 665.10 |  |
| Plus 5 or more years out of school | 665.10 |  |  |

NOTE: See clause C.4.3 for other minimum wage provisions that affect clause C.4.1(b).

AQF Certificate Level IV traineeships

* + - * 1. The minimum rate for a full-time trainee undertaking an AQFCertificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by **3.8%**.
        2. The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of **Table 3—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQFCertificate Level III traineeship specified in Column 1.

**Table 3—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)**

|  |  |  |
| --- | --- | --- |
| **Column 1**  **Wage level** | **Column 2**  **First year of traineeship** | **Column 3**  **Second and subsequent years of traineeship** |
|  | **per week** | **per week** |
|  | **$** | **$** |
| A | 715.50 | 743.20 |
| B | 690.30 | 716.70 |

NOTE: See clause C.4.3 for other minimum wage provisions that affect clause C.4.1(c).

Minimum hourly rates for part-time traineeships

Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQFCertificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause C.6.1 is the hourly rate specified in Column 2 of **Table 4—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 4—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Column 1**  **Experience level of trainee** | **Column 2**  **Highest year of schooling completed** | | |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per hour** | **per hour** | **per hour** |
|  | **$** | **$** | **$** |
| School leaver | 11.14 | 12.28 | 14.62 |
| Plus 1 year out of school | 12.28 | 14.62 | 17.02 |
| Plus 2 years out of school | 14.62 | 17.02 | 19.79 |
| Plus 3 years out of school | 17.02 | 19.79 | 22.65 |
| Plus 4 years out of school | 19.79 | 22.65 |  |
| Plus 5 or more years out of school | 22.65 |  |  |

NOTE: See clause C.4.2(e) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect clause C.4.2(a).

Wage level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQFcertificate levels are allocated to wage level B by clause C.6.2 or by clause C.4.4 is the hourly rate specified in Column 2 of **Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 5—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Column 1**  **Experience level of trainee** | **Column 2**  **Highest year of schooling completed** | | |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per hour** | **per hour** | **per hour** |
|  | **$** | **$** | **$** |
| School leaver | 11.14 | 12.28 | 14.23 |
| Plus 1 year out of school | 12.28 | 14.23 | 16.36 |
| Plus 2 years out of school | 14.23 | 16.36 | 19.20 |
| Plus 3 years out of school | 16.36 | 19.20 | 21.90 |
| Plus 4 years out of school | 19.20 | 21.90 |  |
| Plus 5 or more years out of school | 21.90 |  |  |

NOTE: See clause C.4.2(e) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect clause C.4.2(b).

School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A or B by clause C.6 or by clause C.4.4 is the hourly rate in Column 1 or 2 of **Table 6—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

**Table 6—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)**

|  |  |
| --- | --- |
| **Column 1**  **Year 11 or lower** | **Column 2**  **Year 12** |
| **per hour** | **per hour** |
| **$** | **$** |
| 11.14 | 12.28 |

NOTE: See clause C.4.2(e) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect clause C.4.2(c).

AQF Certificate Level IV traineeships

* + - * 1. The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQFCertificate Level III traineeship increased by **3.8%**.
        2. The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 7—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**, according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

**Table 7—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**

|  |  |  |
| --- | --- | --- |
| **Column 1**  **Wage level** | **Column 2**  **First year of traineeship** | **Column 3**  **Second and subsequent years of traineeship** |
|  | **per hour** | **per hour** |
|  | **$** | **$** |
| A | 23.52 | 24.45 |
| B | 22.68 | 23.56 |

NOTE: See clause C.4.2(e) for calculating the actual minimum wage. See also clause C.4.3 for other minimum wage provisions that affect clause C.4.2(d).

Calculating the actual minimum wage

* + - * 1. If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses C.4.2(a) to (d) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
        2. If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses C.4.2(a) to (d) applies to each ordinary hour worked by the trainee.
        3. If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses C.4.2(a) to (d) minus **20%** applies to each ordinary hour worked by the trainee.

Other minimum wage provisions

* + - 1. Clause C.4.3 applies despite anything to the contrary in clause C.4.2 or C.4.4.
      2. An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.
      3. For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause C.4.3(b), casual loadings are to be disregarded.
      4. If a qualification is converted from an AQF Certificate Level II to an AQFCertificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause C.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQFcertificate level are allocated to wage level B.

Employment conditions

* + 1. A trainee undertaking a school-based traineeship may agree to be paid an additional loading of **25%** on all ordinary hours worked instead of being paid annual leave, paid personal/carer’s leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.
    2. A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
    3. Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and 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 trainee’s wages and determining the trainee’s employment conditions.
    4. The time to be included for the purpose of calculating the wages for part time trainees whose approved training is wholly off-the-job is determined by clauses C.4.2(e)(ii) and (iii) and not by clause C.5.3.
    5. Subject to clause C.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

Allocation of traineeships to wage levels

The wage levels applying to training packages and their AQF certificate levels are:

Wage level A

|  |  |
| --- | --- |
| **Training package** | **AQF certificate level** |
| Construction, Plumbing and Services | I, II, III |
| Transport and Logistics | III |

Wage level B

|  |  |
| --- | --- |
| **Training package** | **AQF certificate level** |
| Transport and Logistics | I, II |

1. —Supported Wage System

[Varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm), [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm), [PR719661](https://www.fwc.gov.au/documents/awardsandorders/html/pr719661.htm)]

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

[D.2 varied by [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm) ppc 01Jul15]

* 1. In this schedule:

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

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

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

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

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

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

Eligibility criteria

* + 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.
    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.

Supported wage rates

* + 1. Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

[D.4.2 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm), [PR719661](https://www.fwc.gov.au/documents/awardsandorders/html/pr719661.htm) ppc 01Jul20]

* + 1. Provided that the minimum amount payable must be not less than $89 per week.
    2. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

* + 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.
    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.

Lodgement of SWS wage assessment agreement

[D.6.1 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm) ppc 04Dec13]

* + 1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[D.6.2 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR542152](http://www.fwc.gov.au/awardsandorders/html/PR542152.htm) ppc 04Dec13]

* + 1. 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.

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.

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.

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.

Trial period

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

[D.10.3 varied by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm), [PR719661](https://www.fwc.gov.au/documents/awardsandorders/html/pr719661.htm) ppc 01Jul20]

* + 1. The minimum amount payable to the employee during the trial period must be no less than $89 per week.
    2. Work trials should include induction or training as appropriate to the job being trialled.
    3. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

[Sched E varied by [PR988413](http://www.fwc.gov.au/awardsandorders/html/PR988413.htm); Sched E—School-based apprenticeship deleted by [PR994531](http://www.fwc.gov.au/awardsandorders/html/PR994531.htm) from 01Jan10]

1. —Part-day Public Holidays

[Sched E inserted by [PR532628](http://www.fwc.gov.au/awardsandorders/html/pr532628.htm) ppc 23Nov12; renamed and varied by [PR544519](http://www.fwc.gov.au/awardsandorders/html/pr544519.htm) ppc 21Nov13; renamed and varied by [PR557581](http://www.fwc.gov.au/awardsandorders/html/PR557581.htm), [PR573679](http://www.fwc.gov.au/awardsandorders/html/PR573679.htm), [PR580863](http://www.fwc.gov.au/awardsandorders/html/PR580863.htm), [PR598110](http://www.fwc.gov.au/documents/awardsandorders/html/pr598110.htm), [PR701683](http://www.fwc.gov.au/documents/awardsandorders/html/pr701683.htm) ppc 21Nov18; varied by [PR712242](https://www.fwc.gov.au/documents/awardsandorders/html/pr712242.htm), [PR715085](https://www.fwc.gov.au/documents/awardsandorders/html/pr715085.htm)]

This schedule operates in conjunction with award provisions dealing with public holidays.

[E.1 varied by [PR715085](https://www.fwc.gov.au/documents/awardsandorders/html/pr715085.htm) ppc 18Nov19]

* 1. Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
     + 1. 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.

[E.1(b) varied by [PR715085](https://www.fwc.gov.au/documents/awardsandorders/html/pr715085.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday 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.

[E.1(c) substituted by [PR715085](https://www.fwc.gov.au/documents/awardsandorders/html/pr715085.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[E.1(d) varied by [PR715085](https://www.fwc.gov.au/documents/awardsandorders/html/pr715085.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, 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.1(e) varied by [PR715085](https://www.fwc.gov.au/documents/awardsandorders/html/pr715085.htm) ppc 18Nov19]

* + - 1. Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[E.1(f) varied by [PR715085](https://www.fwc.gov.au/documents/awardsandorders/html/pr715085.htm) ppc 18Nov19]

* + - 1. An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause E.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.
      2. Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

[E.2 inserted by [PR712242](https://www.fwc.gov.au/documents/awardsandorders/html/pr712242.htm) ppc 04Oct19]

* 1. An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

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

1. —Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](http://www.fwc.gov.au/documents/documents/modern_awards/leave-in-advance-agreement.pdf).

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\_\_\_ |

1. —Agreement to Cash Out Annual Leave

[Sched G inserted by [PR583036](http://www.fwc.gov.au/awardsandorders/html/PR583036.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](http://www.fwc.gov.au/documents/documents/modern_awards/cash-out-agreement.pdf).

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\_\_\_ |

1. —Agreement for Time Off Instead of Payment for Overtime

[Sched H inserted by [PR585479](http://www.fwc.gov.au/awardsandorders/html/PR585479.htm) ppc 16Sep16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](http://www.fwc.gov.au/documents/documents/modern_awards/toil-agreement.pdf).

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\_\_\_

1. —Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR721490](https://www.fwc.gov.au/documents/awardsandorders/html/PR721490.htm) ppc 11Aug20, varied by [PR723048](https://www.fwc.gov.au/documents/awardsandorders/html/pr723048.htm)]

[X.1 varied by [PR723048](https://www.fwc.gov.au/documents/awardsandorders/html/pr723048.htm) ppc 30Sep20]

* 1. Subject to clauses X.2.1(d) and X.2.1(c), Schedule X operates from 11 August 2020 until 29 March 2021. The period of operation can be extended on application.
  2. During the operation of Schedule X, the following provisions apply:

Unpaid pandemic leave

* + - 1. Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks’ unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
      2. The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
      3. An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

[X.2.1(d) varied by [PR723048](https://www.fwc.gov.au/documents/awardsandorders/html/pr723048.htm) ppc 30Sep20]

* + - 1. A period of leave under clause X.2.1(a) must start before 29 March 2021, but may end after that date.
      2. Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks’ unpaid pandemic leave.

Annual leave at half pay

* + - 1. Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
      2. Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

[X.2.2(c) varied by [PR723048](https://www.fwc.gov.au/documents/awardsandorders/html/pr723048.htm) ppc 30Sep20]

* + - 1. A period of leave under clause X.2.2(a) must start before 29 March 2021, but may end after that date.

EXAMPLE: Instead of an employee taking one week’s annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks’ annual leave on half pay. In this example:

* the employee’s pay for the 2 weeks’ leave is the same as the pay the employee would have been entitled to for one week’s leave on full pay (where one week’s full pay includes leave loading under the Annual Leave clause of this award); and
* one week of leave is deducted from the employee’s annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the[Act](http://www.legislation.gov.au/Series/C2009A00028).

NOTE 2: Under section 340(1) of the[Act](http://www.legislation.gov.au/Series/C2009A00028), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the[Act](http://www.legislation.gov.au/Series/C2009A00028), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee’s prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the[Act](http://www.legislation.gov.au/Series/C2009A00028), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.