**Concrete Products Award 2010**

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 8 April 2020 ([PR718141](https://www.fwc.gov.au/documents/awardsandorders/html/pr718141.htm)).

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

Schedule X—Additional Measures During the COVID-19 Pandemic

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); [AM2014/70](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000056?m=AM2014/70); [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); [AM2014/300](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); [AM2016/15](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); [AM2016/8](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20168-payment-wages)

**Table of Contents**

[Varied by [PR991564](http://www.fwc.gov.au/awardsandorders/html/PR991564.htm), [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm), [PR532631](http://www.fwc.gov.au/awardsandorders/html/pr532631.htm), [PR544519](http://www.fwc.gov.au/awardsandorders/html/PR544519.htm), [PR546288](http://www.fwc.gov.au/awardsandorders/html/PR546288.htm), [PR557581](http://www.fwc.gov.au/awardsandorders/html/PR557581.htm), [PR573679](http://www.fwc.gov.au/awardsandorders/html/PR573679.htm), [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm), [PR584091](http://www.fwc.gov.au/awardsandorders/html/PR584091.htm), [PR609374](https://www.fwc.gov.au/awardsandorders/html/PR609374.htm), [PR610219](https://www.fwc.gov.au/documents/awardsandorders/html/pr610219.htm), [PR701459](http://www.fwc.gov.au/documents/awardsandorders/html/pr701459.htm), [PR718141](https://www.fwc.gov.au/documents/awardsandorders/html/pr718141.htm)]

[Part 1— Application and Operation 3](#_Toc37250160)

[1. Title 3](#_Toc37250161)

[2. Commencement and transitional 3](#_Toc37250162)

[3. Definitions and interpretation 4](#_Toc37250163)

[4. Coverage 5](#_Toc37250164)

[5. Access to the award and the National Employment Standards 6](#_Toc37250165)

[6. The National Employment Standards and this award 6](#_Toc37250166)

[7. Individual flexibility arrangements 6](#_Toc37250167)

[Part 2— Consultation and Dispute Resolution 8](#_Toc37250168)

[8. Consultation about major workplace change 8](#_Toc37250169)

[8A. Consultation about changes to rosters or hours of work 9](#_Toc37250170)

[9. Dispute resolution 10](#_Toc37250171)

[10. Dispute resolution procedure training leave 10](#_Toc37250172)

[Part 3— Types of Employment and Termination of Employment 12](#_Toc37250173)

[11. Types of employment 12](#_Toc37250174)

[12. Termination of employment 14](#_Toc37250175)

[13. Redundancy 15](#_Toc37250176)

[Part 4— Minimum Wages and Related Matters 16](#_Toc37250177)

[14. Classifications 16](#_Toc37250178)

[15. Minimum wages 17](#_Toc37250179)

[16. Allowances 17](#_Toc37250180)

[17. District allowance (Western Australia) 21](#_Toc37250181)

[18. Accident pay 21](#_Toc37250182)

[19. Higher duties 22](#_Toc37250183)

[20. Payment of wages 22](#_Toc37250184)

[21. Superannuation 23](#_Toc37250185)

[Part 5— Hours of Work and Related Matters 25](#_Toc37250186)

[22. Ordinary hours of work 25](#_Toc37250187)

[23. Breaks 27](#_Toc37250188)

[24. Overtime 28](#_Toc37250189)

[25. Shiftwork 30](#_Toc37250190)

[25A. Requests for flexible working arrangements 35](#_Toc37250191)

[Part 6— Leave and Public Holidays 36](#_Toc37250192)

[26. Annual leave 36](#_Toc37250193)

[27. Personal/carer’s leave and compassionate leave 40](#_Toc37250194)

[28. Community service leave 40](#_Toc37250195)

[29. Public holidays 41](#_Toc37250196)

[30. Leave to deal with Family and Domestic Violence 41](#_Toc37250197)

[Schedule A —Transitional Provisions 44](#_Toc37250198)

[Schedule B —Classifications 49](#_Toc37250199)

[Schedule C —Supported Wage System 56](#_Toc37250200)

[Schedule D —National Training Wage 59](#_Toc37250201)

[Schedule E —Part-day Public Holidays 60](#_Toc37250202)

[Schedule F —Agreement to Take Annual Leave in Advance 62](#_Toc37250203)

[Schedule G —Agreement to Cash Out Annual Leave 63](#_Toc37250204)

[Schedule H —Agreement for Time Off Instead Of Payment for Overtime 64](#_Toc37250205)

[Schedule X —Additional Measures During the COVID-19 Pandemic 65](#_Toc37250206)

1. Application and Operation
2. Title

This award is the *Concrete Products Award 2010*.

1. Commencement and transitional

[Varied by [PR991564](http://www.fwc.gov.au/awardsandorders/html/PR991564.htm), [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.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 [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.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 [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.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 [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.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 [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm), [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm), [PR503681](http://www.fwc.gov.au/awardsandorders/html/PR503681.htm), [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm)]

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

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

[Definition of **agreement-based transitional instrument** inserted by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm) from 01Jan10]

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

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

**concrete panels** means all work performed in the preparation, casting and/or machining of re-constituted granite, terrazzo, marble, mosaic or precast articles

[Definition of **default** **fund employee** inserted by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.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 [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.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 [PR503681](http://www.fwc.gov.au/awardsandorders/html/PR503681.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 [PR503681](http://www.fwc.gov.au/awardsandorders/html/PR503681.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)

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

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

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

[Definition of **exempt public sector superannuation scheme** inserted by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14]

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

**leading hand** is an employee who is directed to control, supervise and take responsibility for the work performed by two or more employees

[Definition of **MySuper product** inserted by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14]

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

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

[Definition of **on-hire** inserted by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.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

**standard hourly rate** means 1/38th of the standard weekly rate

**standard weekly rate** means the minimum wage for a level 1 in clause 15—Minimum wages

[Definition of **transitional minimum wage instrument** inserted by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.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 [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm)]

* 1. This industry award covers employers throughout Australia in the concrete products industry as defined in clause 4.8 and their employees in the classifications listed in Schedule B—Classifications.
  2. The award does not cover an employee excluded from award coverage by the Act.
  3. The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4, 4.5 and 4.6 inserted by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.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.
  2. 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.
  3. 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 varied by and renumbered as 4.7 by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.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.

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.

[4.5 renumbered as 4.8 by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm) from 01Jan10]

* 1. For the purpose of clause 4.1, **concrete products industry** means the fabrication or manufacture of cement products or concrete products including concrete panels, concrete pipes, monier or concrete tubs, baths, sinks, ventilating shafts, troughs, blocks, rollers, tiles, pavers, slabs, gutter bridges, plates, pile armours, bridge piles and similar articles and preparing reinforcement of steel or wire for use in making such articles.

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 contain the minimum conditions of employment for employees covered by this award.

1. Individual flexibility arrangements

[Varied by [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.htm); 7—Award flexibility renamed and substituted by [PR610219](https://www.fwc.gov.au/documents/awardsandorders/html/pr610219.htm) ppc 01Nov18]

* 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](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 [PR610219](https://www.fwc.gov.au/documents/awardsandorders/html/pr610219.htm) ppc 01Nov18]

* 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 [PR610219](https://www.fwc.gov.au/documents/awardsandorders/html/pr610219.htm) ppc 01Nov18]

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

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

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

* + 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 [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.htm); substituted by [PR610219](https://www.fwc.gov.au/documents/awardsandorders/html/pr610219.htm) ppc 01Nov18]

* 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. Dispute resolution procedure training leave

[Varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm)]

* 1. Subject to clauses 10.7 and 10.9, an eligible employee representative is entitled to, and the employer must grant, up to five days’ training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement which is to be read in conjunction with this award.
  2. An eligible employee representative must give the employer six weeks’ notice of the employee representative’s intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
  3. The notice to the employer must include details of the type, content and duration of the course to be attended.
  4. The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
  5. An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
  6. Leave of absence granted pursuant to this clause counts as service for all purposes of this award.
  7. For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee:
     1. who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and
     2. who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following table:

| **Number of employees employed by the employer in an enterprise or workplace** | **Maximum number of eligible employee representatives  entitled per year** |
| --- | --- |
| 5–15 | 1 |
| 16–30 | 2 |
| 31–50 | 3 |
| 51–90 | 4 |
| More than 90 | 5 |

* 1. Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.

[10.9 varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm) from 01Jan10]

* 1. For the purpose of applying the quota table, employees employed by the employer inan enterprise or workplaceare full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 9—Dispute resolution applies.

1. Types of Employment and Termination of Employment
2. Types of employment
   1. Employees may be employed in one of the following categories:
      1. full-time;
      2. part-time; or
      3. casual.
   2. At the time of commencing employment an employer must inform an employee, in writing, of the category of their employment; whether it is full-time, part-time or casual.

Full-time employees

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

Part-time employees

* + 1. A part-time employee is an employee who:
       1. works less than 38 hours per week; and
       2. works a regular number of ordinary hours each week.
    2. At the time of first being engaged, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:
       1. the hours worked each day;
       2. which days of the week the employee will work; and
       3. the actual starting and finishing times of each day.
    3. Any agreement to vary the regular pattern of work will be made, in writing, before the variation occurs.
    4. The agreement and variation will be retained by the employer and a copy given to the employee.
    5. An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11.5.
    6. A part-time employee engaged under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
    7. All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

Casual employees

* + 1. A casual employee is an employee engaged and paid as such.
    2. A casual employee:
       1. must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed in, plus a casual loading of 25%; and
       2. must be paid for a minimum of four hours each day they are engaged.
    3. The casual loading is instead of annual leave, paid personal/carer’s leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.

Casual conversion to full-time or part-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 or part-time 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 11.6 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 11.6 if the employer fails to comply with clause 11.6(c).
    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 or part-time employment is deemed to have elected against any such conversion.
    4. Any casual employee who has a right to elect under clause 11.6(a), on receiving notice under clause 11.6(b) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, 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 has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
    6. If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 11.6(a), the employer and employee must, subject to clause 11.6(d), discuss and agree on:
       1. which form of employment the employee will convert to, being full-time or part-time; and
       2. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clauses 11.4(a) and (b)
    7. An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
    8. Following such agreement being reached, the employee converts to full-time or part-time employment.
    9. Where, in accordance with clause 11.6(d), an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned and a genuine attempt made to reach agreement.
    10. 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 11.6(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 11.6(a).
    11. For the purposes of clause 11.6, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

1. Termination of employment

[12 substituted by [PR610219](https://www.fwc.gov.au/documents/awardsandorders/html/pr610219.htm) ppc 01Nov18]

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

Notice of termination by an employee

* + 1. This clause applies to all employees except those identified in ss.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 s.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 12.2 is to be taken at times that are convenient to the employee after consultation with the employer.

1. Redundancy

[Varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm), [PR503681](http://www.fwc.gov.au/awardsandorders/html/PR503681.htm), [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm); substituted by [PR706937](https://www.fwc.gov.au/documents/awardsandorders/html/pr706937.htm) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf). See sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Transfer to lower paid duties on redundancy

* + 1. Clause 13.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
    2. The employer may:
       1. give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) as if it were a notice of termination given by the employer; or
       2. transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
    3. If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

Employee leaving during redundancy notice period

* + 1. An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. The employee is entitled to receive the benefits and payments they would have received under clause 13 or under sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) had they remained in employment until the expiry of the notice.
    3. However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

Job search entitlement

* + 1. Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) for the purpose of seeking other employment.
    2. If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
    3. A statutory declaration is sufficient for the purpose of paragraph (b).
    4. An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
    5. This entitlement applies instead of clauses 12.2 and 12.3.

1. Minimum Wages and Related Matters
2. Classifications
   1. All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and any changes to their classification.
   2. The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.
3. Minimum wages

[Varied by [PR997946](http://www.fwc.gov.au/awardsandorders/html/PR997946.htm), [PR509087](http://www.fwc.gov.au/awardsandorders/html/PR509087.htm), [PR522918](http://www.fwc.gov.au/awardsandorders/html/PR522918.htm), [PR536721](http://www.fwc.gov.au/awardsandorders/html/PR536721.htm), [PR551644](http://www.fwc.gov.au/awardsandorders/html/PR551644.htm), [PR566731](https://www.fwc.gov.au/awardsandorders/html/PR566731.htm), [PR579826](http://www.fwc.gov.au/awardsandorders/html/PR579826.htm), [PR592154](http://www.fwc.gov.au/awardsandorders/html/pr592154.htm), [PR593839](http://www.fwc.gov.au/awardsandorders/html/PR593839.htm), [PR606381](https://www.fwc.gov.au/documents/awardsandorders/html/pr606381.htm), [PR707468](https://www.fwc.gov.au/documents/awardsandorders/html/pr707468.htm)]

Weekly rates

[15.1 varied by [PR997946](http://www.fwc.gov.au/awardsandorders/html/PR997946.htm), [PR509087](http://www.fwc.gov.au/awardsandorders/html/PR509087.htm), [PR522918](http://www.fwc.gov.au/awardsandorders/html/PR522918.htm), [PR536721](http://www.fwc.gov.au/awardsandorders/html/PR536721.htm), [PR551644](http://www.fwc.gov.au/awardsandorders/html/PR551644.htm), [PR566731](https://www.fwc.gov.au/awardsandorders/html/PR566731.htm), [PR579826](http://www.fwc.gov.au/awardsandorders/html/PR579826.htm), [PR592154](http://www.fwc.gov.au/awardsandorders/html/pr592154.htm), [PR606381](https://www.fwc.gov.au/documents/awardsandorders/html/pr606381.htm), [PR707468](https://www.fwc.gov.au/documents/awardsandorders/html/pr707468.htm) ppc 01Jul19]

A full-time employee must be paid a minimum weekly rate for their classification as set out in the table below:

| **Classification** | **Rate per week $** |
| --- | --- |
| Level 1 | 740.80 |
| Level 2 | 762.00 |
| Level 3 | 791.30 |
| Level 4 | 818.50 |
| Level 5 | 862.50 |

Supported wage system

See Schedule C

National training wage

[15.3 substituted by [PR593839](http://www.fwc.gov.au/awardsandorders/html/PR593839.htm) ppc 01Jul17]

* + 1. Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[15.3(b) varied by [PR606381](https://www.fwc.gov.au/documents/awardsandorders/html/pr606381.htm), [PR707468](https://www.fwc.gov.au/documents/awardsandorders/html/pr707468.htm) ppc 01Jul19]

* + 1. This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Concrete Products Award 2010* and not the *Miscellaneous Award 2010.*

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/MA000056-all.pdf).

[Varied by [PR998068](http://www.fwc.gov.au/awardsandorders/html/PR998068.htm), [PR509209](http://www.fwc.gov.au/awardsandorders/html/PR509209.htm), [PR523039](http://www.fwc.gov.au/awardsandorders/html/PR523039.htm), [PR536842](http://www.fwc.gov.au/awardsandorders/html/PR536842.htm), [PR551765](http://www.fwc.gov.au/awardsandorders/html/PR551765.htm), [PR566866](http://www.fwc.gov.au/awardsandorders/html/PR5668666.htm), [PR579560](http://www.fwc.gov.au/awardsandorders/html/PR579560.htm), [PR592316](http://www.fwc.gov.au/awardsandorders/html/pr592316.htm), [PR606536](https://www.fwc.gov.au/documents/awardsandorders/html/pr606536.htm), [PR704130](http://www.fwc.gov.au/documents/awardsandorders/html/pr704130.htm), [PR707671](http://www.fwc.gov.au/documents/awardsandorders/html/pr707671.htm)]

Industry allowance

* + 1. An industry allowance of 3% of the [standard weekly rate](#standard_weekly_rate) per week for all purposes of the award will be payable to employees working in the concrete products industry, with the exception of employees working in factories whose sole purpose is the manufacture of tiles. In such factories the employees will be paid an industry allowance of 2% of the [standard weekly rate](#standard_weekly_rate) per week for all purposes.
    2. Employees working with cement or concrete articles (in and out of tanks) will be paid 3% of the [standard hourly rate](#standard_hourly_rate) per hour in respect of such time actually spent in tanks containing water with a minimum payment as for four hours.

Transfer from job to job

An employee transferred by the employer from one job to another job on the same day will be paid for the time spent in travelling as for time worked.

Distant work

* + 1. All reasonable fares for travel to and from an employee’s place of work will be reimbursed for work done away from the employer’s place of business.
    2. If the employee is unable to return to their home the same night and the employer does not provide board and lodging the employer will pay:

[16.3(b)(i) varied by [PR998068](http://www.fwc.gov.au/awardsandorders/html/PR998068.htm), [PR523039](http://www.fwc.gov.au/awardsandorders/html/PR523039.htm), [PR536842](http://www.fwc.gov.au/awardsandorders/html/PR536842.htm), [PR551765](http://www.fwc.gov.au/awardsandorders/html/PR551765.htm), [PR566866](http://www.fwc.gov.au/awardsandorders/html/PR5668666.htm), [PR606536](https://www.fwc.gov.au/documents/awardsandorders/html/pr606536.htm), [PR704130](http://www.fwc.gov.au/documents/awardsandorders/html/pr704130.htm), [PR707671](http://www.fwc.gov.au/documents/awardsandorders/html/pr707671.htm) ppc 01Jul19]

* + - 1. $83.90 per day for the first seven days; and

[16.3(b)(ii) varied by [PR998068](http://www.fwc.gov.au/awardsandorders/html/PR998068.htm), [PR523039](http://www.fwc.gov.au/awardsandorders/html/PR523039.htm), [PR536842](http://www.fwc.gov.au/awardsandorders/html/PR536842.htm), [PR551765](http://www.fwc.gov.au/awardsandorders/html/PR551765.htm), [PR566866](http://www.fwc.gov.au/awardsandorders/html/PR5668666.htm), [PR606536](https://www.fwc.gov.au/documents/awardsandorders/html/pr606536.htm), [PR704130](http://www.fwc.gov.au/documents/awardsandorders/html/pr704130.htm), [PR707671](http://www.fwc.gov.au/documents/awardsandorders/html/pr707671.htm) ppc 01Jul19]

* + - 1. $586.98 per week for any subsequent week or part thereof.

Leading hand allowance

A leading hand will be paid the higher of the rate prescribed for the highest class of work supervised or their own classification rate together with the following additional allowance:

|  |  |
| --- | --- |
|  | **% of** [**standard weekly rate**](#standard_weekly_rate) |
| In charge of less than 3 employees | 2.9 |
| In charge of 3 to 6 employees | 3.8 |
| In charge of more than 6 employees | 4.6 |

Bituminous sprayer allowance

* + 1. An employee spraying or using bituminous and other similar preparations on exterior surfaces will be paid 3% of the [standard hourly rate](#standard_hourly_rate) per hour or part of an hour whilst so engaged.
    2. An employee engaged on the preparation and/or the application of epoxy based materials will be paid an allowance of 4.7% of the [standard hourly rate](#standard_hourly_rate) per hour, or part of an hour whilst so engaged.
    3. An employee required to use a sand-blasting machine will be paid an allowance of 4.7% of the [standard hourly rate](#standard_hourly_rate) per hour or part of an hour whilst so engaged.

Fork-lift operators allowance

Where two or more fork-lifts or cranes are engaged in any one lift the drivers of the fork-lifts will be paid an additional amount of 24.5% of the [standard hourly rate](#standard_hourly_rate) per week for the time so occupied.

Overtime meal allowance

[16.7 varied by [PR998068](http://www.fwc.gov.au/awardsandorders/html/PR998068.htm), [PR509209](http://www.fwc.gov.au/awardsandorders/html/PR509209.htm), [PR523039](http://www.fwc.gov.au/awardsandorders/html/PR523039.htm), [PR536842](http://www.fwc.gov.au/awardsandorders/html/PR536842.htm), [PR551765](http://www.fwc.gov.au/awardsandorders/html/PR551765.htm), [PR566866](http://www.fwc.gov.au/awardsandorders/html/PR5668666.htm), [PR579560](http://www.fwc.gov.au/awardsandorders/html/PR579560.htm), [PR592316](http://www.fwc.gov.au/awardsandorders/html/pr592316.htm), [PR606536](https://www.fwc.gov.au/documents/awardsandorders/html/pr606536.htm), [PR704130](http://www.fwc.gov.au/documents/awardsandorders/html/pr704130.htm), [PR707671](http://www.fwc.gov.au/documents/awardsandorders/html/pr707671.htm) ppc 01Jul19]

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid $15.75 for the first and subsequent meals. If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they will be paid the above allowance for those meals they have provided themselves.

First aid allowance

Any employee appointed by the employer to perform first aid duty, in addition to ordinary duties, will be paid 0.4% of the [standard weekly rate](#standard_weekly_rate) per day in addition to their ordinary rate.

Clothing allowance

By agreement between the employer and the majority of employees, all employees will either:

* + 1. receive a clothing allowance of $2.60 per week for the purchase of items outlined in clause 16.9(b);
    2. be issued with two sets of overalls or suitable alternative clothing at the commencement of employment and at the beginning of each subsequent 12 month period, provided that each employee will receive on a needs basis, an additional issue of overalls or suitable alternative clothing where due to the work location and/or type of work such issue is necessary; or
    3. have made available to them the above items which will remain the property of the employer.

Boot allowance

* + 1. By agreement between the employer and majority of employees, all employees will either:
       1. receive a boot allowance of $3.20 per week for the purchase of approved safety boots;
       2. be issued with up to three pairs of safety boots per annum when provided with satisfactory evidence that any boots issued previously are no longer serviceable; or
       3. have made available to them the above items which will remain the property of the employer.
    2. A new employee who leaves within a period of four weeks of commencement will be charged the cost of boots and clothing supplied but this charge will be reduced by 25% for each completed week worked.

Protective clothing allowance

* + 1. When an employee is called upon to work in water or rain, the employer will reimburse the employee for the cost of purchasing:
       1. suitable boots and waders;
       2. waterproof overcoat; and
       3. sou’wester.
    2. Reimbursement does not apply where the above items are paid for by the employer, issued in good and clean condition, and replaced on a fair wear and tear basis.
    3. The loss of protective clothing provided by the employer, due to the neglect or misuse by the employee will be charged against their wages, provided that no charge will be made in respect of reasonable wear and tear.

Tools allowance

The employer will supply each employee with all the requisite tools and gloves for the performance of their duties, or by agreement between the employer and the individual employee, the employer may reimburse the employee for reasonable expenses where a receipt is provided.

Loss of clothing

The employer will be responsible for reimbursement of up to a maximum of $746.90 for an employee’s clothing which may be destroyed by fire in a changing house or other shelter provided that such destruction is not in any way caused by the employee’s own act or neglect.

Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#standard_weekly_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.

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

| **Allowance** | **Applicable Consumer Price Index figure** |
| --- | --- |
| Meal allowance | Take away and fast foods sub-group |
| Clothing and boot allowance and loss of clothing | Clothing and footwear group |
| Travelling expenses and accommodation allowance | Domestic holiday travel and accommodation sub-group |

1. District allowance (Western Australia)

[Varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Accident pay

[Varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm), [PR503681](http://www.fwc.gov.au/awardsandorders/html/PR503681.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm); new 18 inserted by [PR571820](http://www.fwc.gov.au/awardsandorders/html/PR571820.htm) ppc 15Oct15]

Definitions

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

* + 1. **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers’ compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.
    2. **Injury** will be given the same meaning and application as applying under the applicable workers’ compensation legislation covering the employer.

Entitlement to accident pay

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

Calculation of the period

* + 1. The 26 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.
    2. The termination by the employer of the employee’s employment within the 26 week period will not affect the employee’s entitlement to accident pay.
    3. For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

When not entitled to payment

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

Return to work

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

Redemptions

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

Damages independent of the Acts

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

Casual employees

For a casual employee, the weekly payment referred to in clause 18.1(a) 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.

1. Higher duties

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

1. Payment of wages

[Varied by [PR610085](https://www.fwc.gov.au/documents/awardsandorders/html/pr610085.htm)]

Frequency of pay

Wages, including overtime, any penalties and allowances, must be paid weekly or, by agreement between the employer and the employee, fortnightly.

Method of payment

An employer may pay an employee’s wages by electronic funds transfer into a bank or financial institution nominated by the employee or by cash or cheque.

Time of payment—cash or cheque

If payment is by cash or cheque, wages will be paid during ordinary working hours.

Electronic funds transfer wages fail to be deposited

When an employee is paid by way of electronic funds transfer and their wages are not in their nominated account on the designated pay day, the employer, if requested to do so by the employee, must provide their wages in cash by conclusion of the next day’s shift.

Payment on termination of employment

[20.5 inserted by [PR610085](https://www.fwc.gov.au/documents/awardsandorders/html/pr610085.htm) ppc 01Nov18]

* + 1. The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
       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](http://www.fwc.gov.au/awardmod/download/nes.pdf).
    2. The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](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: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf).

Note 3: 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 [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm), [PR530221](http://www.fwc.gov.au/awardsandorders/html/PR530221.htm), [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm), [PR549541](http://www.fwc.gov.au/awardsandorders/html/PR549541.htm)]

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

Superannuation fund

[21.4 varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm); substituted by [PR503081](http://www.fwc.gov.au/awardsandorders/html/PR503081.htm) from 26Oct10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or 21.3(b) to one of the following superannuation funds or its successor:

[21.4(a) deleted by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14]

[21.4(b) substituted by [PR530221](http://www.fwc.gov.au/awardsandorders/html/PR530221.htm) ppc 26Oct12; renumbered as 21.4(a) by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14]

* + 1. CareSuper;

[21.4(c) deleted by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14]

[21.4(d) renumbered as 21.4(b) by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14]

* + 1. Cbus;

[New 21.4(c) inserted by [PR549541](http://www.fwc.gov.au/awardsandorders/html/PR549541.htm) ppc 01Jan14]

* + 1. Westscheme

[21.4(e) renumbered as 21.4(c) and varied by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14; renumbered as 21.4(d) by [PR549541](http://www.fwc.gov.au/awardsandorders/html/PR549541.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

[New 21.4(d) inserted by [PR546031](http://www.fwc.gov.au/awardsandorders/html/PR546031.htm) ppc 01Jan14; renumbered as 21.4(e) by [PR549541](http://www.fwc.gov.au/awardsandorders/html/PR549541.htm) ppc 01Jan14]

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

Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or 21.3(b):

* + 1. **Paid leave**—while the employee is on any paid leave;
    2. **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
       1. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
       2. the employee remains employed by the employer.

1. Hours of Work and Related Matters
2. Ordinary hours of work
   1. The ordinary hours of work will be an average of 38 per week to be worked over a maximum work cycle of four weeks and will be worked as outlined in clause 22.6.
   2. The ordinary hours of work may be worked on any weekday or all weekdays, Monday to Friday, and will be worked continuously, except for meal breaks, between 6.00 am and 6.00 pm in respect of day work and in respect of shiftwork as prescribed in clause 25—Shiftwork.
   3. Provided that the spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.
   4. Provided that work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable will be deemed to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed.
   5. The ordinary hours of work will not exceed 10 hours on any day. Provided that:
      1. in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement of the employer and the majority of employees in the plant or section or sections concerned; and
      2. by arrangement between an employer and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
         1. proper health monitoring procedures being introduced;
         2. suitable roster arrangements being made;
         3. proper supervision being provided;
         4. adequate breaks being provided; and
         5. an adequate trial or review process being implemented through the consultative process in clause 8—Consultation about major workplace change and clause 8A—Consultation about changes to rosters or hours of work.

Method of arranging ordinary working hours

* + 1. The method of implementing the 38 hour week will be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:
       1. by employees working less than eight ordinary hours each day;
       2. by employees working less than eight ordinary hours one or more days each week; and/or
       3. by all employees having one week day off, excluding public holidays, in each 20 day work cycle, eight hours being worked on each of the other 19 days of those four weeks.
    2. The day off is to be nominated by the employer:
       1. by fixing one weekday upon which all or any number of employees will be off during a particular 20 day work cycle; or
       2. by rostering employees off on various week days during a particular 20 day work cycle.
    3. Subject to operational requirements, preference will be given to days off being arranged to suit individual requests.
    4. Provided that the ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.
    5. Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.
    6. The day scheduled to be the day off in accordance with this clause may be worked as an ordinary working day without penalty when substituted by another day by agreement between the employer and the employee directly affected, or where a number of employees are directly affected, by agreement between the employer and a majority of the employees in respect of whom a substitute day off is sought.
    7. Excluding circumstances beyond the control of the employer, not less than seven days’ advance notice is to be given concerning the days off allocated to employees.
  1. **Flexibility in relation to rostered days off**
     1. Where the hours of work of an establishment, plant or section are organised in accordance with clause 22.6 an employer may require the employee/s to accrue up to a maximum of five rostered days off.
     2. Where a rostered day off is accrued it will be allowed and taken within 12 months of its original due date.
     3. The procedure for resolving special, anomalous or extraordinary problems will be applied in accordance with clause 9—Dispute resolution. The procedure will be applied without delay.
     4. During each entitlement of four weeks’ annual leave, the employee is deemed to have accumulated and taken a rostered day off.

1. Breaks
   1. Employees will be entitled to a meal break of not less than 30 minutes and not more than one hour which must be commenced within the fourth to sixth hours from the commencement of ordinary working hours.
   2. The employer may in appropriate circumstances reasonably require an employee to change the time of taking the meal break to ensure continuity of production.
   3. An employee required to defer the meal break beyond the sixth hour of the shift will be paid at the rate of time and a half until the meal break is taken or the end of the shift, whichever first occurs.
   4. An employee who is required to work for more than two hours beyond their normal ceasing time in any day will be allowed a crib break of 20 minutes at ordinary rates. After each further four hours worked an employee will be entitled to a further crib break of 20 minutes without deduction of pay, if the employee continues working after such crib break.
   5. The employee and employer may agree to any variation of these provisions to suit the circumstances of the work in hand. Provided that the employer will not be required to make payment in respect of any crib break in excess of 20 minutes.
   6. The employer may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.
   7. **Rest periods**
      1. All employees will be entitled to one rest interval of 7.5 minutes duration to be taken prior to the meal interval and a further rest interval of 7.5 minutes duration will be taken after the meal interval where the employee is required to work more than six hours on any day or shift. The rest intervals will be taken at such times that will not interfere with the continuity of work. Such intervals are to be counted as time worked.
      2. Provided that instead of the above provisions and by agreement between the employer and the majority of employees at a particular plant, one break of 15 minutes duration per day may be taken at a mutually agreeable time.
2. Overtime

[Varied by [PR584091](http://www.fwc.gov.au/awardsandorders/html/PR584091.htm)]

Payment for working overtime

* + 1. All work done outside of the ordinary starting or ceasing times of work, on any one day or shift Monday to Friday inclusive, will be paid the rate of time and a half for the first two hours and double time thereafter.
    2. The assignment of overtime by an employer to an employee will be based on specific work requirements and the practice of one in all in overtime will not apply.

Payment for working Saturdays

If, on the instructions of the employer, an employee reports for overtime work on a Saturday, they will be paid for a minimum of four hours’ work at the rate prescribed in clause 24.1. In the event of an employee attending for work but not required the employee will be paid the minimum of three hours’ work.

Payment for working Sundays

Double time will be the rate payable for all work done on Sundays with a minimum payment as for four hours’ work. In the event of an employee attending for work but not required, the employee will be paid a minimum payment of three hours’ work.

Payment for working on rostered day off

The rostered day off prescribed in clause 22.6 may be worked where required by the employer, in which case, in addition to the payment of any accrual which has not previously been paid, the employee will be paid at normal overtime rates of time and a half for the first two hours and double time thereafter.

Call-back

An employee recalled to work overtime, Monday to Friday inclusive after leaving the employer’s business premises, whether notified before or after leaving the premises, will be paid for a minimum of four hours’ work at the appropriate overtime rate for each time so recalled.

Rest period after overtime

* + 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. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
    2. If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee will be paid at double rates until they are released from duty for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
    3. The provisions of this subclause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
       1. for the purpose of changing shift rosters; or
       2. where a shift is worked by arrangement between the employees themselves.

Time off instead of payment for overtime

[24.7 inserted by [PR584091](http://www.fwc.gov.au/awardsandorders/html/PR584091.htm) ppc 22Aug16]

* + 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 24.7.
    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 24.7 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 24.7 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 24.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
    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 24.7 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 24.7 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 24.7 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.7.

1. Shiftwork

[Varied by [PR586482](https://www.fwc.gov.au/documents/awardsandorders/html/pr586482.htm)]

Definitions

In this award, unless the contrary intention appears:

**afternoon shift** means any shift finishing after 6.00 pm and at or before midnight

**continuous work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer

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

**rostered shift** means a shift of which the employee concerned has had at least 48 hours’ notice

Hours—continuous work shifts

* + 1. This subclause will apply to shiftworkers on continuous work. The ordinary hours of shiftworkers will average 38 per week inclusive of crib time and will not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the provisions of this subclause, shiftworkers will work at such times as the employer may require.
    2. A shift will consist of not more than 10 hours inclusive of crib time; provided that:
       1. in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned; and
       2. by agreement between an employer and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
* proper health monitoring procedures being introduced;
* suitable roster arrangements being made;
* proper supervision being provided;
* adequate breaks being provided; and
* an adequate trial or review process being implemented through the consultative process in clause 8—Consultation about major workplace change and clause 8A—Consultation about changes to rosters or hours of work.
  + 1. Except at the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.
    2. Twenty minutes will be allowed to shiftworkers each shift for a crib break which will be counted as time worked.
  1. **Hours—other than continuous work**
     1. This subclause will apply to shiftworkers not on continuous work as defined. Subject to clause 22.6, the ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:
        1. 38 hours within a period not exceeding seven consecutive days;
        2. 76 hours within a period not exceeding 14 consecutive days;
        3. 114 hours within a period not exceeding 21 consecutive days; or
        4. 152 hours within a period not exceeding 28 consecutive days.
     2. An afternoon or night shiftworker will be allowed 20 minutes crib time in each shift which will be counted as time worked and paid for as such.
     3. The ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than six hours without a meal break. Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours, provided that:
        1. the ordinary hours of work prescribed in this clause will not exceed 10 hours on any day;
        2. in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
        3. by agreement between an employer, and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
* proper health monitoring procedures being introduced;
* suitable roster arrangements being made;
* proper supervision being provided;
* adequate breaks being provided; and
* an adequate trial or review process being implemented through the consultative process in clause 8—Consultation about major workplace change and clause 8A—Consultation about changes to rosters or hours of work.

Rosters

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.

Variation by agreement

* + 1. Subject to clause 7—Individual flexibility arrangements, clause 8—Consultation about major workplace change and clause 8A—Consultation about changes to rosters or hours of work, the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.
    2. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days’ notice of alteration given by the employer to the employees.

Afternoon or night shift allowances

* + 1. A shiftworker, whilst on afternoon or night shifts, will be paid a loading of 15% for such shift in addition to their ordinary rate of pay.
    2. A shiftworker who works on an afternoon or night shift which does not continue:
       1. for at least five successive afternoons or nights in a five day workshop or six successive afternoons or nights in a six day workshop; or
       2. for at least the number of ordinary hours prescribed by one of the alternative arrangements in clauses 25.2 or 25.3,

will be paid time and a half for each such shift for the first two hours thereof and double time for the remaining hours in addition to the employee’s ordinary rate.

* + 1. An employee who:
       1. during a period of engagement on shift, works night shift only;
       2. remains on night shift for a longer period than four consecutive weeks; or
       3. works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3rd of their working time off night shift in each shift cycle,

will during such engagement period or cycle be paid 25% more than the employee’s ordinary rate for all time worked during ordinary working hours on such night shift.

Saturday shifts

The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday will be time and a half.

Overtime

* + 1. For all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, shiftworkers will:
       1. if employed on continuous work be paid at the rate of double time; or
       2. if employed on other shiftwork, at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked:
* by arrangement between the employees themselves; or
* for the purpose of effecting the customary rotation of shifts.
  + 1. Provided that when not less than seven hours and 36 minutes notice has been given to the employer by a relief worker that they will be absent from work and the employee who should be relieved is not relieved and is required to continue to work on the rostered day off, the unrelieved employee will be paid double time.

Sundays and public holidays

[25.9 substituted by [PR586482](https://www.fwc.gov.au/documents/awardsandorders/html/pr586482.htm) ppc 20Oct16]

* + 1. Shiftworkers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday will be paid as follows:
       1. Sundays—at the rate of double time; or
       2. public holidays as prescribed by clause 29—Public holidays, at the rate of double time.
    2. Shiftworkers on other than continuous work for all time worked on a Sunday or public holiday will be paid as follows:
       1. Sundays—at the rate of double time; or
       2. public holidays as prescribed by clause 29—Public holidays, at the rate of double time.
    3. Where shifts commence between 11.00 pm and midnight on a Sunday or a public holiday, the time worked before midnight will not entitle the employee to the Sunday or public holiday rate, provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.
    4. Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday will be regarded as the public holiday shift.

Shift penalties and extra rates

Extra rates for Saturdays, Sundays, public holidays and periods of overtime will be in substitution for and not in addition to the shift allowances prescribed in clause 25.6.

25A. Requests for flexible working arrangements

[25A inserted by [PR701459](http://www.fwc.gov.au/documents/awardsandorders/html/pr701459.htm) ppc 01Dec18]

25A.1 Employee may request change in working arrangements

Clause 25A 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 25A is an addition to s.65.

25A.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)).

25A.3 What the written response must include if the employer refuses the request

Clause 25A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 25A.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 25A.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.

25A.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 25A.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.

25A.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 25A, can be dealt with under clause 9—Dispute resolution.

1. Leave and Public Holidays
2. Annual leave

[Varied by [PR546329](http://www.fwc.gov.au/awardsandorders/html/PR546329.htm), [PR567231](http://www.fwc.gov.au/awardsandorders/html/PR567231.htm), [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm)]

* 1. Annual leave is provided for in the NES.

Seven day shiftworkers

[26.2 substituted by [PR567231](http://www.fwc.gov.au/awardsandorders/html/PR567231.htm) ppc 27May15]

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

Annual leave in advance

[26.3 renamed and substituted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.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 26.3 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 26.3 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 26.3, 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.

Close-down

* + 1. Where an employer intends temporarily to close (or reduce to nucleus) for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month’s notice in writing of an intention to apply the provisions of this clause.
    2. In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.

[26.4(c) substituted by [PR546329](http://www.fwc.gov.au/awardsandorders/html/PR546329.htm) ppc 24Jan14]

* + 1. Where an employee has been given notice pursuant to clauses 26.4(a) or (b) and the employee has:
       1. accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
       2. insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
       3. no accrued annual leave, the employee must take leave without pay for the full period of closing.

[26.4(d) substituted by [PR546329](http://www.fwc.gov.au/awardsandorders/html/PR546329.htm) ppc 24Jan14]

* + 1. Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

Excessive leave accruals: general provision

[26.5 renamed and substituted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm) ppc 29Jul16]

Note: Clauses 26.5 to 26.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

* + 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 26.2).
    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 26.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
    4. Clause 26.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

[New 26.6 inserted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm) ppc 29Jul16]

* + 1. If an employer has genuinely tried to reach agreement with an employee under clause 26.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
    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 26.5, 26.6 or 26.7 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 26.6(b)(i).

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

Excessive leave accruals: request by employee for leave

[26.7 inserted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm); substituted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm) ppc 29Jul17]

* + 1. If an employee has genuinely tried to reach agreement with an employer under clause 26.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
    2. However, an employee may only give a notice to the employer under paragraph (a) 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 26.6(a) that, when any other paid annual leave arrangements (whether made under clause 26.5, 26.6 or 26.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
    3. A notice given by an employee under paragraph (a) 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 26.5, 26.6 or 26.7 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.
    4. An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 26.2) in any period of 12 months.
    5. The employer must grant paid annual leave requested by a notice under paragraph (a).

Payment and loading

[26.6 renumbered as 26.8 by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm) ppc 29Jul16; 26.8 renamed and substituted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm) ppc 29Jul16]

Before the start of an employee’s annual leave the employer must pay the employee:

* + 1. instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their ordinary hours had they not been on leave; and
    2. an additional loading of 17.5% of the employee’s minimum rate prescribed in clause 15—Minimum wages plus leading hand, industry and first aid allowances where appropriate or if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.

Electronic funds transfer (EFT) payment of annual leave

[26.9 inserted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm) ppc 29Jul16]

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

Cashing out of annual leave

[26.10 inserted by [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.htm) ppc 29Jul16]

* + 1. Paid annual leave must not be cashed out except in accordance with an agreement under clause 26.10.
    2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 26.10.
    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 26.10 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 26.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
    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 26.10 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 26.10.

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 26.10.

Note 3: An example of the type of agreement required by clause 26.10 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

1. Personal/carer’s leave and compassionate leave

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

1. Community service leave

Community service leave is provided for in the NES.

1. Public holidays

[Varied by [PR712279](https://www.fwc.gov.au/documents/awardsandorders/html/pr712279.htm)]

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

Substitution of public holidays by agreement

[29.2 substituted by [PR712279](https://www.fwc.gov.au/documents/awardsandorders/html/pr712279.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.
    2. 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.

Payment for work on a public holiday

If an employee works on any of the public holidays provided for in the NES or any day substituted for such public holidays the employee must be paid at the rate of double time and a half of their ordinary rate of pay.

[Note inserted by [PR712279](https://www.fwc.gov.au/documents/awardsandorders/html/pr712279.htm) ppc 04Oct19]

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

1. Leave to deal with Family and Domestic Violence

[30 inserted by [PR609374](https://www.fwc.gov.au/awardsandorders/html/PR609374.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 30.2(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 30. 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 30 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 30.4.

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 30.6 is treated confidentially, as far as it is reasonably practicable to do so.
    2. Nothing in clause 30 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 30 unless the employee complies with clause 30.

1. —Transitional Provisions

[Varied by [PR991564](http://www.fwc.gov.au/awardsandorders/html/PR991564.htm), [PR503681](http://www.fwc.gov.au/awardsandorders/html/PR503681.htm)]

General

* + 1. The provisions of this schedule deal with minimum obligations only.
    2. 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,
       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 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,
       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 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

* + 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.

* + 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

* + 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.

* + 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.
    2. 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.
    3. 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

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

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

* + 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 [PR503681](http://www.fwc.gov.au/awardsandorders/html/PR503681.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. —Classifications

[Varied by [PR991564](http://www.fwc.gov.au/awardsandorders/html/PR991564.htm), [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm)]

Level 1

* + 1. Undertaking the employer’s induction programme which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow employees, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety and quality assurance.
    2. Employees at this level perform routine duties essentially of a manual nature and to the level of their training;
       1. perform general labouring and cleaning duties;
       2. exercise minimal judgment;
       3. work under direct supervision;
       4. may undertake structured training so as to enable them to work at level 2; and
       5. within the limitations of the skill levels as defined employees will be expected to be responsible for the quality of their own work.

Classification descriptors

* Operator of concrete mixing machine with a rated capacity in excess of 0.4 cubic metres (1/2 cubic yard approximately)
* Automatic tile/ridge machine operator
* Maker by hand of tiles, ridges, apexes and starters
* Pipe machine operator
* Employee making pipe specials, i.e. concreting junctions, splays or other articles including the use of cortex and who may be required to work from plans and/or specifications
* Moulder special, employed working from plans and specifications
* Pre-stressed concrete—steel stressing operator
* Automatic block/brick machine operator
* Off-bearer operator
* Operator bending, cutting and/or fixing bars, rods or reinforcement working from plans
* Exposed aggregate maker-finisher (includes control of washing off of wet concrete surfaces)
* Coating machine operator

Level 2

* + 1. Employees who have undertaken the employer’s induction programme and who have satisfactorily completed training so as to enable them to perform work at this level.
    2. Employees at this level perform work above and beyond the skills of an employee at level 1 and to the level of their training:
       1. work under direct supervision either individually or in a team environment;
       2. have a basic product knowledge;
       3. understand and utilise basic control procedures;
       4. understand and undertake basic quality control/assurance procedure including the ability to recognise basic quality deviation/faults; and
       5. within the limitations of the skill levels as defined employees will be expected to be responsible for the quality of their own work.
    3. Indicative of the tasks which an employee at this level may perform are the following:
       1. repetition work on a minor machine in a production centre;
       2. use selected hand tools;
       3. maintain simple records;
       4. use hand trolleys and pallet trucks;
       5. assist in the provision of on-the-job training in conjunction with other employees, supervisors/trainers; and
       6. use and operation of pendant cranes subject to an employee possessing the required licence or permit.

Classification descriptors

* Operator of concrete mixing machine with a rated capacity of less than 0.4 cubic metres but more than 0.12 cubic metres (3½ cubic feet approximately)
* Colour mixer/applicator operator
* Reinforcement welding machine operator
* Moulder of other cement or concrete articles
* Repairer and/or jointer
* Renderer facing concrete articles with float and trowel
* Mould assembler and/or stripper
* Concrete vibrator operator
* Splitter or cuber operator
* Hydraulic flag press operator
* Operator bending, cutting and/or fixing bars, rods, or reinforcement—other
* Exposed aggregate maker—other, including setting up of moulds and making of reconstructed aggregate
* Machine operator not elsewhere included

Level 3

* + 1. Employees who have undertaken the employer’s induction programme and who have satisfactorily completed training so as to enable them to perform work at this level.
    2. Employees at this level perform work above and beyond the skills of an employee at level 2 and to the level of their training:
       1. are responsible for the quality of their own work subject to routine supervision;
       2. work under supervision either individually or in a team environment; and
       3. exercise discretion within their level of skill and training.
    3. Indicative of the tasks which an employee at this level may perform are the following:
       1. operate flexibly between production centres;
       2. operate and set machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level 2;
       3. operate and is licensed to operate mobile equipment including fork-lifts, overhead cranes and winch operations;
       4. basic inventory control in the context of a production process;
       5. basic keyboard skills;
       6. receiving, dispatching, distributing, sorting, checking and packing (other than repetitive packing in a standard container in which such goods are ordinarily sold) documenting and recording of goods, materials and components;
       7. boiler attendant;
       8. ability to measure accurately; and
       9. assist in the provision of on-the-job training in conjunction with other employees, supervisors/trainers.

Classification descriptors

* Operator of concrete mixing machine with rated capacity less than 0.12 cubic metres, or mixing by hand
* Pipe tester
* Stacker by hand of articles including bricks, blocks, tiles and pipes
* All other employees not elsewhere classified

Level 4

* + 1. Employees who have undertaken the employer’s induction programme and completed a Certificate level qualification and satisfactorily completed training so as to enable them to perform work at this level.
    2. Employees at this level perform work above and beyond the skills of employees at level 3 and to the level of their training:
       1. work from complex instruction and procedures;
       2. assist in the provision of on-the-job training to a limited degree;
       3. co-ordinate work in a team environment or work individually under general supervision; and
       4. are responsible for assuring the quality of their own work.
    3. Indicative of the tasks which an employee at this level may perform are the following:
       1. machine setting, loading and operating;
       2. inventory and store control;
       3. licensed operation of all appropriate handling equipment;
       4. use of tools and equipment within the scope of this grade;
       5. computer operation at a higher level than that of an employee at level 3;
       6. intermediate keyboard skills;
       7. perform basic quality checks on the work of others;
       8. operates and is licensed and certified for fork-lift, engine driving and crane driving operations at a higher level than level 3;
       9. has a knowledge of the employer’s operation as it relates to production processes;
       10. lubrication of production machinery equipment; and

[B.4.3(k) substituted by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm) from 01Jan10]

* + - 1. assist in the provision of on-the-job training in conjunction with other supervisors/trainers.

Classification descriptors

Mobile cranes - Lifting capacity

Up to and including 5 tons

Over 5 tons and up to and including 10 tons

Over 10 tons and up to and including 20 tons

Over 20 tons and up to and including 40 tons

Over 40 tons and up to and including 80 tons

Over 80 tons

Fork-lift operators

Lifting capacity up to and including 10 000 lb

Lifting capacity over 10 000 lb

Front-end and/or overhead loaders

Up to and including 1 cubic yard capacity

Over 1 cubic yard and up to and including 3 cubic yards capacity

Over 3 cubic yards capacity

Including 6 cubic yards capacity

Over 6 cubic yards capacity

Tractor (pneumatic tyred) using power operated attachments

Up to and including 50 brake horse power

Over 50 and up to and including 100 brake horse power

Over 100 and up to and including 150 brake horse power

Over 150 brake horse power

Tractor (pneumatic tyred) without power operated attachments

50 brake horse power or under towing trailer

Stiff legged derrick crane

Overhead traverser

Operator of dumper and any other power propelled vehicles

Truck drivers 3 to 6 tons carrying capacity

Crane chaser

Boiler attendant

Segmental paving operator

Employee preparing surfaces for and/or placing

Sleeper maker (S.A.)

Central batching plant operator

Operating machine in excess of 0.4 cubic metres rates capacity and supplying 3 or more production centres within a factory

Storeman

Level 5

* + 1. Employees who have undertaken the employer’s induction programme and who apply the skills acquired through successful completion of a Trade Certificate level qualification in the production, distribution or stores functions according to the needs of the enterprise.
    2. Employees at this level work above and beyond an employee at level 4 and to the level of their training:
       1. understand and apply quality control techniques;
       2. exercise good interpersonal communication skills;
       3. exercise discretion within the scope of this grade;
       4. exercise keyboard skills at a level higher than level 4;
       5. perform work under general supervision either individually or in a team environment; and
       6. able to inspect products and/or materials for conformity with established operational standards.
    3. Indicative of the tasks which an employee at this level may perform are as follows:
       1. approve and pass first-off samples and maintain quality of product;
       2. work from production drawings, prints or plans;
       3. operate set up and adjust all production machinery in a plant;
       4. can perform a range of engineering maintenance functions;
       5. removing equipment fastenings including use of destructive cutting equipment;
       6. lubrication of production equipment;
       7. running adjustments to production equipment;
       8. operate all lifting equipment;
       9. basic production scheduling and material handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
       10. understand and apply computer techniques as they relate to production process operations;
       11. possession of a First Class Engine Driver’s Certificate;
       12. high level stores and inventory responsibility beyond the requirements of an employee at level 4;
       13. assist in the provision of on-the-job training in conjunction with trades persons and trainers; and
       14. has a sound knowledge of the employer’s operations as it relates to the production process.

1. —Supported Wage System

[Varied by [PR991564](http://www.fwc.gov.au/awardsandorders/html/PR991564.htm), [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.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), [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.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)]

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

[C.2 varied by [PR568050](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* (Cth), as amended from time to time, or any successor to that scheme

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

**supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](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 C.5)**  **%** | **Relevant minimum wage**  **%** |
| --- | --- |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

[C.4.2 varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.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) ppc 01Jul19]

* + 1. Provided that the minimum amount payable must be not less than $87 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

[C.6.1 varied by [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.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.

[C.6.2 varied by [PR542176](http://www.fwc.gov.au/awardsandorders/html/PR542176.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.

[C.10.3 varied by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.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) ppc 01Jul19]

* + 1. The minimum amount payable to the employee during the trial period must be no less than $87 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 C.5.

1. —National Training Wage

[Sched D inserted by [PR994521](http://www.fwc.gov.au/awardsandorders/html/PR994521.htm) ppc 01Jan10; varied by [PR991564](http://www.fwc.gov.au/awardsandorders/html/PR991564.htm), [PR997946](http://www.fwc.gov.au/awardsandorders/html/PR997946.htm), [PR509087](http://www.fwc.gov.au/awardsandorders/html/PR509087.htm), [PR522918](http://www.fwc.gov.au/awardsandorders/html/PR522918.htm), [PR536721](http://www.fwc.gov.au/awardsandorders/html/PR536721.htm), [PR545787](http://www.fwc.gov.au/awardsandorders/html/PR545787.htm), [PR551644](http://www.fwc.gov.au/awardsandorders/html/PR551644.htm), [PR566731](https://www.fwc.gov.au/awardsandorders/html/PR566731.htm), [PR579826](http://www.fwc.gov.au/awardsandorders/html/PR579826.htm); deleted by [PR593839](http://www.fwc.gov.au/awardsandorders/html/PR593839.htm) ppc 01Jul17]

1. —Part-day Public Holidays

[Sched E inserted by [PR532631](http://www.fwc.gov.au/awardsandorders/html/pr532631.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 [PR712279](https://www.fwc.gov.au/documents/awardsandorders/html/pr712279.htm), [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.htm)]

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

[E.1 varied by [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.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 [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.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 [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.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 [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.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 [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.htm) ppc 18Nov19]

* + - 1. Excluding annualised salaried employees to whom clause E.1(f) applies, 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 [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.htm) ppc 18Nov19]

* + - 1. Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[E.1(g) varied by [PR715183](https://www.fwc.gov.au/documents/awardsandorders/html/pr715183.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 [PR712279](https://www.fwc.gov.au/documents/awardsandorders/html/pr712279.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 [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.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 [PR582989](http://www.fwc.gov.au/awardsandorders/html/PR582989.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 [PR584091](http://www.fwc.gov.au/documents/awardsandorders/html/pr584091.htm) ppc 22Aug16]

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 [PR718141](https://www.fwc.gov.au/documents/awardsandorders/html/pr718141.htm) ppc 08Apr20]

* 1. Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. 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).
      4. A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
      5. 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.
      3. A period of leave under clause X.2.2(a) must start before 30 June 2020, 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.