

Seafood Processing Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 December 2019 ([PR715200](#)).

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

Schedule E—Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/213](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#); [AM2016/8](#)

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Part 1—Application and Operation

1. Title

This award is the *Seafood Processing Award 2010*.

2. Commencement and transitional

[Varied by [PR991576](#), [PR542188](#)]

2.1 This award commences on 1 January 2010.

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

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

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

[2.4 varied by [PR542188](#) ppc 04Dec13]

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

[2.5 varied by [PR542188](#) ppc 04Dec13]

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

[2.6 varied by [PR542188](#) ppc -4Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

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

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

3. Definitions and interpretation

[Varied by [PR994482](#), [PR997772](#), [PR503703](#), [PR546045](#)]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **agreement-based transitional instrument** inserted by [PR994482](#) 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).

[Definition of **default fund employee** inserted by [PR546045](#) 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 [PR546045](#) 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 [PR503703](#) 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 [PR503703](#) ppc 01Jan11]

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

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

employee means national system employee within the meaning of the Act

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

employer means national system employer within the meaning of the Act

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

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[Definition of **exempt public sector superannuation scheme** inserted by [PR546045](#) ppc 01Jan14]

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

[Definition of **MySuper product** inserted by [PR546045](#) ppc 01Jan14]

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

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

[Definition of **on-hire** inserted by [PR994482](#) 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.

seafood processing means the following industries and parts of industries conducted on land post harvesting:

- (a) the receipt, sorting and handling of fish, seafood and marine products whether wild or farmed, freshwater or saltwater including but not limited to scale fish, crustaceans, molluscs, and other marine species;
- (b) the preparing, cooking, preserving, filleting, gutting, shucking, drying, smoking, freezing, refrigerating, washing, grading, processing and/or canning of fish, seafood and marine products;
- (c) the packaging, labelling, palletising, cold storage, chilling and/or freezing, preparing for sale, packing and despatching of fish, seafood and marine products;
- (d) the cleaning and sanitising of tools, equipment and machinery used to process fish, seafood and marine products; and
- (e) the marketing in fish markets and selling by wholesale of fish, seafood and marine products.

standard rate means the minimum hourly wage prescribed for the Process Attendant Level 4 classification in clause 15.1(a).

[Definition of **transitional minimum wage instrument** inserted by [PR994482](#) from 01Jan10]

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

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

4. Coverage

[Varied by [PR994482](#)]

4.1 This industry award covers employers throughout Australia in the **seafood processing** industry and their employees who are covered by the classifications in this award to the exclusion of any other modern award.

4.2 The award does not cover:

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

[4.2(c) inserted by [PR994482](#) from 01Jan10]

- (c) 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; or

[4.2(c) to 4.2(i) renumbered as 4.2(d) to 4.2(j) by [PR994482](#) from 01Jan10]

- (d) employers and employees covered by the *Fast Food Industry Award 2010*; or
- (e) employers and employees covered by the *Food, Beverage and Tobacco Manufacturing Award 2010*; or
- (f) employers and employees covered by the *General Retail Industry Award 2010*; or
- (g) employers and employees covered by the *Hospitality Industry (General) Award 2010*; or
- (h) employers and employees covered by the *Meat Industry Award 2010*; or
- (i) employers and employees covered by the *Poultry Processing Award 2010*; or
- (j) an employee employed on an oyster farm.

[New 4.3 and 4.4 inserted by [PR994482](#) from 01Jan10]

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

4.4 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.

[4.3 renumbered as 4.5 by [PR994482](#) from 01Jan10]

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

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Individual flexibility arrangements

[Varied by [PR542188](#); 7—Award flexibility renamed and substituted by [PR610232](#) ppc 01Nov18]

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

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

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

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

- 7.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take

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reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

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

7.6 An agreement must do all of the following:

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

7.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

7.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

- 7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610232](#) ppc 01Nov18]

- 8.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5 In clause 8:
- significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

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- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations;
or
- (g) job restructuring.

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

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

[8A inserted by [PR610232](#) ppc 01Nov18]

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

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

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

- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

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

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

9. Dispute resolution

[Varied by [PR542188](#); substituted by [PR610232](#) ppc 01Nov18]

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

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

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace

through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Full-time employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in this award. A full-time employee works an average of 38 ordinary hours per week.

11. Part-time employment

- 11.1** An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 11.2** A part-time employee must be engaged for a minimum of three consecutive hours a shift. In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of three hours.
- 11.3** Before commencing part-time employment, the employee and the employer must agree in writing:
- (a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and

(b) on the classification applying to the work to be performed in accordance with Schedule B—Classification Structure and Definitions.

- 11.4** The terms of the agreement in clause 11.3 may be varied by consent in writing.
- 11.5** The agreement under clause 11.3 or any variation to it under clause 11.4 must be retained by the employer and a copy of this agreement and any variation to it must be provided to the employee by the employer.
- 11.6** Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 11.3 and 11.4.
- 11.7** The terms of this award will apply pro rata to a part-time employee on the basis that ordinary weekly hours for full-time employees are 38.
- 11.8** A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 11.3 and 11.4 must be paid overtime in accordance with clause 26—Overtime.
- 11.9** Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 23.2(g), 24.5 and 26.6.

12. Casual employment

[Varied by [PR700610](#)]

- 12.1** A casual employee is an employee who is engaged and paid as such. A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 15.1(a) for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate.
- 12.2** On each occasion a casual employee is required to attend work the employee must be paid for a minimum of three hours' work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum of three hours.
- 12.3** An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level and rate of pay and the likely number of hours required.

12.4 Right to request casual conversion

[12.4 inserted by [PR700610](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which,

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without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

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- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.3.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

13. Termination of employment

[13 substituted by [PR610232](#) ppc 01Nov18]

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

13.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

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

13.2 Job search entitlement

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

- 13.3** The time off under clause 13.2 is to be taken at times that are convenient to the employee after consultation with the employer.

14. Redundancy

[Varied by [PR994482](#), [PR503703](#), [PR561478](#) substituted by [PR707034](#) ppc 03May19]

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

14.1 Transfer to lower paid duties on redundancy

- (a) Clause 14.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or

- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

14.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 14 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

14.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 13.2 and 13.3.

Part 4—Minimum Wages and Related Matters

15. Classifications and adult minimum wages

[Varied by [PR997971](#), [PR509099](#), [PR522930](#), [PR536733](#), [PR551656](#), [PR566746](#), [PR579838](#), [PR592166](#), [PR606393](#), [PR707481](#)]

15.1 Adult employee minimum wages

[15.1(a) varied by [PR997971](#), [PR509099](#), [PR522930](#), [PR536733](#), [PR551656](#), [PR566746](#), [PR579838](#), [PR592166](#), [PR606393](#), [PR707481](#) ppc 01Jul19]

- (a) The classifications and minimum wages for an adult employee, other than one specified in clause 15.1(b), are set out in the following table:

Classification level	Minimum weekly wage \$	Minimum hourly wage \$
Process Attendant Level 1	740.80	19.49
Process Attendant Level 2	751.40	19.77
Process Attendant Level 3	822.00	21.63
Process Attendant Level 4	862.50	22.70

- (b) The following adult employees are not entitled to the minimum wages set out in the table in clause 15.1(a):
- (i) a trainee (see clause 16—National training wage); and
 - (ii) an employee receiving a supported wage (see Schedule D—Supported Wage System).
- (c) The classification definitions are set out in Schedule B—Classification Structure and Definitions.

15.2 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. If the employee is engaged for two hours or less during one day or shift, they must be paid the higher minimum wage for the time so worked.

16. National training wage

[16—Trainee minimum wages renamed as National training wage and substituted by [PR593848](#) ppc 01Jul17; varied by [PR606393](#), [PR707481](#)]

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

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[16.2 varied by [PR606393](#), [PR707481](#) ppc 01Jul19]

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

17. Unapprenticed junior minimum wages

The minimum wages for an unapprenticed junior employee are to be calculated in accordance with the percentages set out below applied to the corresponding adult classification minimum wage in clause 15.1(a):

Age	%
Under 17 years of age	55
At 17 years of age	65
At 18 years of age	75
At 19 years of age and over	100

18. Supported wage system

See Schedule D—Supported Wage System.

19. Allowances and special rates

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

[Varied by [PR994482](#), [PR503703](#), [PR536854](#); [PR561478](#)]

19.1 Allowances

(a) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid 75.6% of the [standard rate](#) per week extra if appointed by their employer to perform first aid duty.

(b) Meal allowance

See clause 26.8.

(c) Damage to clothing, spectacles and hearing aids

Where an employee as a result of performing any duty required by the employer, and as a result of the negligence of the employer, suffers any damage to or soiling of their clothing or other personal equipment, including

spectacles and hearing aids, then the employer must replace, repair or clean the clothing or other personal equipment.

(d) Protective clothing and equipment

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in a State or Territory, the employer must reimburse the employee for the cost of purchasing such protective clothing and equipment unless the protective clothing and equipment is supplied by the employer.

19.2 Special rates—cold places

An employee who works for more than one hour in places where the temperature is reduced by artificial means below zero degrees Celsius must be paid 2.8% of the [standard rate](#) per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes' rest after every two hours' work without loss of pay.

19.3 District allowances

[19.3 deleted by [PR561478](#) ppc 05Mar15]

19.3 Adjustment of expense related allowances

[19.5 renumbered as 19.3 by [PR561478](#) ppc 05Mar15]

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

19.4 Accident pay

[19.4(a) varied by [PR994482](#); substituted by [PR503703](#); deleted by [PR561478](#) ppc 05Mar15]

20. Extra rates not cumulative

The extra rates in this award, except the rate prescribed in clause 19.2 (Special rates—cold places) and the rates for work on public holidays, are not cumulative so as to exceed the maximum of double ordinary time rates.

21. Payment of wages

21.1 Period of payment

- (a) Except as provided in clause 21.1(b), wages must be paid weekly or fortnightly, either:
 - (i) according to the actual ordinary hours worked each week or fortnight; or
 - (ii) according to the average number of ordinary hours worked each week or fortnight.
- (b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

21.2 Method of payment

Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.

21.3 Payment of wages on termination of employment

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee within 48 hours.

21.4 Day off coinciding with pay day

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

21.5 Wages to be paid during working hours

- (a) Where an employee is paid wages by cash or cheque such wages must be paid during ordinary working hours.
- (b) If an employee is paid wages by cash and is kept waiting for their wages on pay day after the usual time for ceasing work, the employee must be paid at overtime rates for the period they are kept waiting.

21.6 Absences from duty under an averaging system

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:

- (a) the employee accrues a credit for each day they work ordinary hours in excess of the daily average;
- (b) the employee does not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's

leave, workers compensation, paid compassionate leave, paid training leave or jury service; and

- (c) an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.

22. Superannuation

[Varied by [PR990542](#), [PR994482](#), [PR530252](#), [PR546045](#)]

22.1 Superannuation legislation

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

22.2 Employer contributions

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

22.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

22.4 Superannuation fund

[22.4 varied by [PR994482](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) AustSafe Super;
- (c) LUCRF Super;
- (d) Statewide Superannuation Trust;
- (e) Tasplan;

[22.4(f) substituted by [PR530252](#) ppc 26Oct12]

- (f) CareSuper;

[22.4(g) varied by [PR546045](#) ppc 01Jan14]

- (g) 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

[22.4(h) inserted by [PR546045](#) ppc 01Jan14]

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

22.5 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 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **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:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

23. Ordinary hours of work and rostering

[Varied by [PR994482](#)]

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

23.2 Ordinary hours of work—day workers

- (a) Subject to clause 23.5, the ordinary hours of work for a day worker are an average of 38 per week but not exceeding 152 hours in 28 days.
- (b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Saturday, provided that a day worker must not be required to work more than five and a half days of ordinary hours in a week. The days on which ordinary hours are worked may include Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.
- (d) Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- (e) The rate to be paid to a day worker for ordinary time worked before noon on a Saturday is 125% and after noon on a Saturday is 150%.
- (f) Where agreement is reached in accordance with clause 23.2(b), the rate to be paid to a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday is 200%.
- (g) A day worker required to work on a public holiday must be paid for a minimum of three hours' work at the rate of 250%. The 250% rate must be paid to the employee until the employee is relieved from duty.

23.3 Ordinary hours of work—continuous shiftworkers

- (a) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

- (b) Subject to clause 23.3(c), the ordinary hours of work for a continuous shiftworker are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. A continuous shiftworker is entitled to a 20 minute meal break on each shift which must be counted as time worked.
- (c) By agreement between the employer and the majority of employees concerned, 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 but does not exceed 12 months.
- (d) Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

23.4 Ordinary hours of work—non-continuous shiftworkers

- (a) Subject to clause 23.4(b), the ordinary hours of work for a non-continuous shiftworker are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- (b) By agreement between the employer and the majority of employees concerned, 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 but does not exceed 12 months.
- (c) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.
- (d) Except at changeover of shifts an employee must not be required to work more than one shift in each 24 hours.

23.5 Methods of arranging ordinary working hours

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 23.2(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) The matters on which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle established in accordance with clauses 23.2, 23.3 and 23.4;
 - (ii) the duration of the work cycle for day workers provided that such duration does not exceed 12 months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than four weeks;
 - (v) substitution of rostered days off;

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- (vi) accumulation of rostered days off;
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
 - (viii) any arrangements of ordinary hours which exceed eight hours in any day but not exceeding 12 hours in a day or shift.
- (c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
- (i) proper health monitoring procedures being introduced;
 - (ii) suitable roster arrangements being made;
 - (iii) proper supervision being provided;
 - (iv) adequate breaks being provided; and
 - (v) a trial or review process being jointly implemented by the employer and the employees or their representatives.
- (d) Where an employee works on a shift other than a rostered shift, the employee must:
- (i) if employed on continuous work, be paid at the rate of 200%; or
 - (ii) if employed on other shiftwork, be paid at the rate of 150% for the first three hours and 200% thereafter.
- (e) Clause 23.5(d) does not apply when the time is worked:
- (i) by arrangement between the employees themselves;
 - (ii) for the purposes of effecting the customary rotation of shifts; or

[23.5(e)(iii) varied by [PR994482](#) from 01Jan10]

- (iii) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment in accordance with Part 3-5 of the Act.

23.6 Daylight saving

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

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

23.7 Make-up time

- (a) An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.
- (b) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

24. Special provisions for shiftworkers

24.1 For the purposes of this award:

- (a) **rostered shift** means any shift of which the employee concerned has had at least 48 hours' notice;
- (b) **afternoon shift** means any shift finishing after 6.00 pm and at or before midnight; and
- (c) **night shift** means any shift finishing after midnight and at or before 8.00 am.

24.2 By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

24.3 Afternoon and night shift allowances

- (a) An employee who works on afternoon or night shift must be paid 15% extra for such shift.
- (b) An employee who works on an afternoon or night shift which does not continue:
 - (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day enterprise (where no more than eight ordinary hours are worked on each shift); or
 - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 23.3 or 23.4);

must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.

- (c) An employee who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on night shift for a longer period than four consecutive weeks; or

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

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

24.4 Rate for working on Saturday shifts

The rate at which a shiftworker must be paid for work performed between midnight on Friday and midnight on Saturday is 150%. The extra rate is in substitution for and not cumulative upon the shift allowances prescribed in clause 24.3.

24.5 Rate for working on Sunday and public holiday shifts

- (a) The rate at which a continuous shiftworker must be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday is 200%.
- (b) The rate at which a shiftworker, on other than continuous shiftwork, must be paid for all time worked on a Sunday is 200% and on a public holiday is 250%.
- (c) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday.
- (d) Where shifts fall partly on a public holiday, the shift which has the major portion falling on the public holiday must be regarded as the public holiday shift. By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the public holiday shift instead.
- (e) The extra rates in clause 24.5 are in substitution for and not cumulative upon the shift allowances prescribed in clause 24.3.

25. Meal breaks

25.1 An employee must not be required to work for more than five hours without a break for a meal except in the following circumstances:

- (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee must not be required to work for more than six hours without a break for a meal; or
- (b) by agreement between an employer and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at the ordinary time rate without a meal break.

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- 25.2** The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 25.3** An employer may stagger the time of taking meal and rest breaks to meet operational requirements.
- 25.4** Subject to clause 25.1, an employee must work during meal breaks at the ordinary time rate whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.
- 25.5** Except as otherwise provided in clause 25—Meal breaks and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, the rate of 150% must be paid for all work done during meal hours and thereafter until a meal break is taken.
- 25.6** Two rest periods of 10 minutes duration on each day or shift to be counted as time worked must be allowed without deduction of pay. The employer may fix the times for the commencement of the rest periods.

26. Overtime

[Varied by [PR998078](#), [PR509221](#), [PR523051](#), [PR536854](#), [PR551777](#), [PR566878](#), [PR579571](#), [PR584152](#), [PR592326](#), [PR606547](#), [PR704207](#), [PR707707](#)]

26.1 Payment for working overtime

- (a) Except as provided for in clauses 26.1(d), 26.5, 26.6 and 26.10, for all work done outside ordinary hours on any day or shift, as defined in clauses 23.2, 23.3 and 23.4, the overtime rate is 150% for the first three hours and 200% thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is 200%.
- (b) For the purposes of clause 26—Overtime, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clause 23—Ordinary hours of work and rostering.
- (c) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.

[26.1(d) deleted by [PR584152](#) ppc 22Aug16]

[26.1(e) renumbered as 26.1(d) by [PR584152](#) ppc 22Aug16]

- (d) When not less than 7.6 hours' notice has been given to the employer by a relief shiftworker that the relief shiftworker will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on their rostered day off, the unrelieved shiftworker must be paid at the rate of 200%.

[26.1(f) renumbered as 26.1(e) by [PR584152](#) ppc 22Aug16]

- (e) In computing overtime each day's work stands alone.

26.2 One in, all in does not apply

The assignment of overtime by an employer to an employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.

26.3 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 26.3, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) By agreement between the employer and individual employee, the 10 hour break provided for in clause 26.3 may be reduced to a period of no less than eight hours.
- (e) The provisions of clause 26.3 will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

26.4 Saturday work

A day worker required to work overtime on a Saturday must be paid for a minimum of three hours' work at the rate of 150% for the first three hours and 200% thereafter, except where the overtime is continuous with overtime commenced on the previous day.

26.5 Sunday work

An employee required to work overtime on a Sunday must be paid for a minimum of three hours' work at the rate of 200%. The 200% is to be paid until the employee is relieved from duty.

26.6 Public holiday work

- (a) A day worker required to work overtime on a public holiday must be paid for a minimum of three hours' work at the rate of 250%. The 250% is to be paid until the employee is relieved from duty.
- (b) A continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours' work at the rate of 200%.
- (c) A non-continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours' work at the rate of 250%. The 250% is to be paid until the employee is relieved from duty.

26.7 Rest break

- (a) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.
- (b) Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the employee's ordinary time rate.
- (c) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the employee's ordinary time rate.
- (d) An employer and employee may agree to any variation of clause 26.7 to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 26.7.

26.8 Meal allowance

[26.8(a) varied by [PR998078](#), [PR509221](#), [PR523051](#), [PR536854](#), [PR551777](#), [PR566878](#), [PR579571](#), [PR592326](#), [PR606547](#), [PR704207](#), [PR707707](#) ppc 01Jul19]

- (a) An employee must be paid a meal allowance of \$14.70 on each occasion the employee is entitled to a rest break in accordance with clause 26.7, except in the following circumstances:
 - (i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or
 - (ii) if the employee is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
 - (iii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or
 - (iv) if the employee is provided with an adequate meal by the employer.
- (b) If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work

overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

26.9 Transport of employees

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.

26.10 Time off instead of payment for overtime

[26.10 inserted by [PR584152](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 26.10.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 26.10 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 26.10 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and

- (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.10 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 26.10 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 26.10 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 26.10 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 26.10.

26A. Requests for flexible working arrangements

[26A inserted by [PR701471](#) ppc 01Dec18]

26A.1 Employee may request change in working arrangements

Clause 26A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

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

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

Note 3: Clause 26A is an addition to s.65.

26A.2 Responding to the request

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

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

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

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

26A.3 What the written response must include if the employer refuses the request

Clause 26A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 26A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 26A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

26A.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 26A.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.

26A.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 26A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

27. Annual leave

[Varied by [PR994482](#); [PR567247](#), [PR568681](#), [PR583072](#)]

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

27.2 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in s.87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks of annual leave and 190 hours for a shiftworker as defined in clause 27.3).

27.3 Definition of shiftworker

[27.3 substituted by [PR567247](#) 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.

27.4 Payment for period of annual leave

- (a) Instead of the **base rate of pay** as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to clause 27.4(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any overaward payment.
- (c) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.
- (d) **Electronic funds transfer (EFT) payment of annual leave**

[27.4(d) inserted by [PR583072](#) 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.

27.5 Annual leave loading

- (a) During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 27.4.

(b) The loading must be as follows:

(i) **Day work**

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 27.4 or the relevant weekend penalty rates, whichever is the greater but not both.

(ii) **Shiftwork**

An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 27.4 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

27.6 Excessive leave accruals: general provision

[27.6 varied by [PR994482](#); renamed and substituted by [PR583072](#) ppc 29July16]

Note: Clauses 27.6 to 27.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 27.3).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 27.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 27.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[New 27.7 inserted by [PR583072](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 27.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by the employer and employee) are taken into account; and

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- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 27.7(b)(i).

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

27.8 Excessive leave accruals: request by employee for leave

[New 27.8 inserted by [PR583072](#) ppc 29Jul16; substituted by [PR583072](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 27.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 27.7(a) that, when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.6, 27.7 or 27.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or

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- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 27.3) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

27.9 Annual leave in advance

[27.7 renumbered as 27.9 by [PR583072](#) ppc 29July16; 27.9 renamed and substituted by [PR583072](#) ppc 29July16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 27.9 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F

- (c) The employer must keep a copy of any agreement under clause 27.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.9, 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.

27.10 Cashing out of annual leave

[27.8 renumbered as 27.10 by [PR583072](#) ppc 29July16; 27.10 substituted by [PR583072](#) ppc 29July16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

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- (d) An agreement under clause 27.10 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 27.10 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.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 27.10 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 27.10.

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 27.10.

Note 3: An example of the type of agreement required by clause 27.10 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

27.11 Annual close-down

[27.9 renumbered as 27.11 by [PR583072](#) ppc 29July16]

Notwithstanding s.88 of the Act and clause 27.6, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than four weeks' notice of intention to do so; and
- (b) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 27.4 and 27.5; and
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 27.11 also counts as service by the employee with their employer; and

- (e) the employer may only close down the enterprise or part of it pursuant to clause 27.11 for one or two separate periods in a year; and
- (f) if the employer closes down the enterprise or part of it pursuant to clause 27.11 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and
- (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 27.11 for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- (h) the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

[27.10 substituted by [PR994482](#); deleted by [PR568681](#) ppc 16Oct15]

27.12 Proportionate leave on termination

[27.11 renumbered as 27.10 by [PR568681](#); 27.10 renumbered as 27.12 by [PR583072](#) ppc 29July16]

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 27.4.

28. Personal/carer's leave and compassionate leave

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

29. Community service leave

Community service leave is provided for in the NES.

30. Public holidays

[Varied by [PR712256](#)]

30.1 Public holidays are provided for in the NES.

30.2 Substitution of certain public holidays by agreement at the enterprise

[30.2 substituted by [PR712256](#) ppc 04Oct19]

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (b) 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.

30.3 Rostered day off falling on public holiday

- (a) Except as provided for in clauses 30.3(b) and (c) and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary

hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:

- (i) 7.6 hours of pay at the ordinary time rate; or
 - (ii) 7.6 hours of extra annual leave; or
 - (iii) a substitute day off on an alternative week day.
- (b) Where an employee has credited time accumulated pursuant to clause 21.6, then such credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time accumulated pursuant to clause 21.6 as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d) Clauses 30.3(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 30.3(a) applies to such days off.

[Note inserted by [PR712256](#) ppc 04Oct19]

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

31. Leave to deal with Family and Domestic Violence

[31 inserted by [PR609386](#) ppc 01Aug18]

31.1 This clause applies to all employees, including casuals.

31.2 Definitions

(a) In this clause:

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

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 31.2(a) includes a former spouse or de facto partner.

31.3 Entitlement to unpaid leave

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

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

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

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

31.4 Taking unpaid leave

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

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

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

31.5 Service and continuity

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

31.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 31. The notice:

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

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 31 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 31.4.

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.

31.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 31.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 31 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.

31.8 Compliance

An employee is not entitled to take leave under clause 31 unless the employee complies with clause 31.

Schedule A—Transitional Provisions

[Varied by [PR991576](#), [PR503703](#)]

A.1 General

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

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

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

A.2 Minimum wages – existing minimum wage lower

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

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

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

A.2.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.3 Minimum wages – existing minimum wage higher

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

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

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

A.3.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.4 Loadings and penalty rates

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

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

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

First full pay period on or after

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

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

A.8 Former Division 2B employers

[A.8 inserted by [PR503703](#) ppc 01Jan11]

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

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

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

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

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

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

Schedule B—Classification Structure and Definitions

[Varied by [PR991576](#)]

B.1 Classification structure

B.1.1 Process Attendant Level 1

(a) **Point of entry**

New employee.

(b) **Skills/duties—indicative tasks**

An employee in the first three months of duty undertakes training for any task including but not limited to sorting, grading, trimming, washing and packaging of fish, seafood and marine products and is under direct supervision.

(c) **Promotional criteria**

An employee remains at this level for the first three months or until they are capable of demonstrating competency in the tasks required at this level so as to enable them to progress to Level 2.

B.1.2 Process Attendant Level 2

(a) **Point of entry**

(i) Process Attendant Level 1; or

(ii) Proven and demonstrated skills, including industry certification as appropriate, at Level 2.

(b) **Skills/duties—indicative tasks**

Indicative of the tasks which an employee at Level 2 may perform are the following:

(i) Filleting,

(ii) Weighing,

(iii) Cleaning of fish and/or shellfish,

(iv) Precise grading, marking and inspection,

(v) Draining, tailing, pickling, crumbing and cooking of seafood,

(vi) Chilling of fish and shellfish,

(vii) Sealing, stopping and stamping of cartons,

(viii) Bulk packaging and operation of single function fish processing equipment,

(ix) Operation of a can closure machine,

- (x) Packing in a standard container,
- (xi) Recording and documentation as required,
- (xii) Cold storage chiller and freezer operations.

(c) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required at this level and are assessed by the employer to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

B.1.3 Process Attendant Level 3

(a) Point of entry

- (i) Process Attendant Level 2; or
- (ii) Proven and demonstrated skills, including industry certification as appropriate, at Level 3.

(b) Skills/duties—indicative tasks

Indicative of the tasks which an employee at Level 3 may perform are the following:

- (i) Any or all of the tasks described at Level 2,
- (ii) Operation of refrigeration equipment,
- (iii) Operation of a forklift of up to 4500 kilograms,
- (iv) Operation of steam raising equipment,
- (v) Specialist filleting (by hand),
- (vi) Setting and operation of a retort to a scheduled process,
- (vii) Setting up and monitoring of can closure operations,
- (viii) Recording, documentation of production processes and distribution,
- (ix) Specialist shucking.

(c) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required at this level and are assessed by the employer to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

B.1.4 Process Attendant Level 4

(a) Point of entry

- (i) Process Attendant Level 3; or

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- (ii) Proven and demonstrated skills, including industry certification as appropriate, at Level 4.

(b) Skills/duties—indicative tasks

Indicative of the tasks which an employee at Level 4 may perform are the following:

- (i) Any or all of the tasks described at Level 3,
- (ii) Supervising and/or co-ordinating of a single processing section or table, whilst being directly answerable to the team leader/room supervisor,
- (iii) Quality assurance officer.

Schedule C—National Training Wage

[Sched C inserted by [PR994482](#) ppc 01Jan10; varied by [PR991576](#), [PR997971](#), [PR509099](#), [PR522930](#), [PR536733](#), [PR545787](#), [PR551656](#), [PR566746](#), [PR579838](#); deleted by [PR593848](#) ppc 01Jul17]

Schedule D—Supported Wage System

[Varied by [PR991576](#), [PR994482](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542188](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

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

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

[D.4.2 varied by [PR994482](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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

D.6 Lodgement of SWS wage assessment agreement

[D.6.1 varied by [PR542188](#) ppc 04Dec13]

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

[D.6.2 varied by [PR542188](#) ppc 04Dec13]

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

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

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

[D.10.3 varied by [PR994482](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—Part-day Public Holidays

[Sched E inserted by [PR532631](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712256](#), [PR715200](#)]

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

[E.1 varied by [PR715200](#) ppc 18Nov19]

E.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:

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

[E.1(b) varied by [PR715200](#) ppc 18Nov19]

- (b) 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 [PR715200](#) ppc 18Nov19]

- (c) 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 [PR715200](#) ppc 18Nov19]

- (d) 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 [PR715200](#) ppc 18Nov19]

- (e) 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 [PR715200](#) ppc 18Nov19]

- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual

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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 [PR715200](#) ppc 18Nov19]

- (g) 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.
- (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

[E.2 inserted by [PR712256](#) ppc 04Oct19]

E.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.

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

Schedule F—Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR583072](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR583072](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

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

[Sched H inserted by [PR584152](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___