**Alpine Resorts Award 2010**

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

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

Schedule X—Additional Measures During the COVID-19 Pandemic

Current review matter(s): [AM2014/47](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201447-annual-leave); [AM2014/190](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014190-transitional); [AM2014/196](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014196-part-time); [AM2014/197](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014197-casual); [AM2014/198](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000092?m=AM2014/198); [AM2014/300](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014300-award); [AM2014/301](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014301-public); [AM2015/1](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20151-family-and); [AM2015/2](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/am20152-family-friendly-work-arrangemen-0); [AM2016/8](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20168-payment-wages); [AM2016/15](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201615-plain-language); [AM2016/17](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201617-national); [AM2016/30](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000092?m=AM2014/198)

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1. Application and Operation
2. Title

This award is the *Alpine Resorts Award 2010*.

1. Commencement and transitional

[Varied by [PR991601](http://www.fwc.gov.au/alldocuments/PR991601.htm), [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm)]

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

[2.4 varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm) ppc 04Dec13]

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

[2.5 varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm) ppc 04Dec13]

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

[2.6 varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements:
		1. on its own initiative; or
		2. on application by an employer, employee, organisation or outworker entity covered by the modern award; or
		3. on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
		4. in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.
1. Definitions and interpretation

[Varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm), [PR503728](http://www.fwc.gov.au/awardsandorders/html/PR503728.htm), [PR544164](http://www.fwc.gov.au/awardsandorders/html/PR544164.htm), [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm), [PR713404](https://www.fwc.gov.au/documents/awardsandorders/html/pr713404.htm)]

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

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

[Definition of **adult apprentice** inserted by [PR544164](http://www.fwc.gov.au/awardsandorders/html/PR544164.htm) ppc 01Jan14]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) from 01Jan10]

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

[Definition of **alpine resort** substituted by [PR713404](https://www.fwc.gov.au/documents/awardsandorders/html/pr713404.htm) ppc 01Dec19]]

**alpine resort** means a resort which includes, among other things, an alpine lift.

**applicable hourly rate** means the relevant rate for the classification the employee is working under as set out in clause 16—Minimum hourly rates

**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 [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm) ppc 01Jan14]

**default** **fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503728](http://www.fwc.gov.au/awardsandorders/html/PR503728.htm) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503728](http://www.fwc.gov.au/awardsandorders/html/PR503728.htm) ppc 01Jan11]

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

**double time** means double the applicable hourly rate

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

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

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

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

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

[Definition of **exempt public sector superannuation scheme** inserted by [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm) ppc 01Jan14]

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

**junior employee** means an employee who is less than 19 years old

[Definition of **MySuper product** inserted by [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm) ppc 01Jan14]

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

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

[Definition of **on-hire** inserted by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) from 01Jan10]

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

**rostered day off (RDO)** means any day on which an employee, by virtue of the employee’s roster, is not rostered to attend for rostered hours of work and does not include non-working days

**seasonal employee** means an employee engaged to perform work for the duration of a specified season

**shiftworker** means an employee who:

* is employed by an employer which has shifts continuously rostered 24 hours a day for seven days a week; and
* is regularly rostered to work those shifts; and
* regularly works on Sundays and public holidays

**snowsports instructor** is an employee whose primary role is the teaching of skiing or boarding including race and specialist program coaches

**standard rate** means the minimum hourly rate for a Resort Worker Level 2 (seasonal) in clause 16—Minimum hourly rates

**time and a half** means one and a half times the applicable hourly rate

[Definition of **transitional minimum wage instrument** inserted by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) from 01Jan10]

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

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

[Varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR713404](https://www.fwc.gov.au/documents/awardsandorders/html/pr713404.htm)]

[4.1 substituted by [PR713404](https://www.fwc.gov.au/documents/awardsandorders/html/pr713404.htm) ppc 01Dec19]

* 1. This industry award covers employers throughout Australia who operate an alpine resort and their employees employed at, or in direct connection with the operation of, the alpine resort in the classifications within Schedule B—Classification Definitions to the exclusion of any other modern award.
	2. The award does not cover an employee excluded from award coverage by the Act.
	3. The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4, 4.5 and 4.6 inserted by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) from 01Jan10]

* 1. The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
	2. This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
	3. This award covers employers which provide group training or services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.7 by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) from 01Jan10]

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

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

1. Access to the award and the National Employment Standards

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

1. The National Employment Standards and this award

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

1. Individual flexibility arrangements

[Varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm); 7—Award flexibility renamed and substituted by [PR610258](https://www.fwc.gov.au/documents/awardsandorders/html/pr610258.htm) ppc 01Nov18]

* 1. Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
		1. arrangements for when work is performed; or
		2. overtime rates; or
		3. penalty rates; or
		4. allowances; or
		5. annual leave loading.
	2. An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
	3. An agreement may only be made after the individual employee has commenced employment with the employer.
	4. An employer who wishes to initiate the making of an agreement must:
		1. give the employee a written proposal; and
		2. if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
	5. An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
	6. An agreement must do all of the following:
		1. state the names of the employer and the employee; and
		2. identify the award term, or award terms, the application of which is to be varied; and
		3. set out how the application of the award term, or each award term, is varied; and
		4. set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
		5. state the date the agreement is to start.
	7. An agreement must be:
		1. in writing; and
		2. signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
	8. Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
	9. The employer must keep the agreement as a time and wages record and give a copy to the employee.
	10. The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
	11. An agreement may be terminated:
		1. at any time, by written agreement between the employer and the employee; or
		2. by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

* 1. An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
	2. The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.
1. Consultation and Dispute Resolution
2. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](http://www.fwc.gov.au/awardsandorders/html/pr546288.htm), 8—Consultation renamed and substituted by [PR610258](https://www.fwc.gov.au/documents/awardsandorders/html/pr610258.htm) ppc 01Nov18]

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

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

* + 1. termination of employment; or
		2. major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
		3. loss of, or reduction in, job or promotion opportunities; or
		4. loss of, or reduction in, job tenure; or
		5. alteration of hours of work; or
		6. the need for employees to be retrained or transferred to other work or locations; or
		7. job restructuring.
	1. Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

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

[8A inserted by [PR610258](https://www.fwc.gov.au/documents/awardsandorders/html/pr610258.htm) ppc 01Nov18]

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

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

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

* + 1. provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
		2. invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

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

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

1. Dispute resolution

[Varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm); substituted by [PR610258](https://www.fwc.gov.au/documents/awardsandorders/html/pr610258.htm) ppc 01Nov18]

* 1. Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
	2. The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
	3. If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
	4. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
	5. The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
	6. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](http://www.legislation.gov.au/Series/C2009A00028) to use and that it considers appropriate for resolving the dispute.
	7. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
	8. While procedures are being followed under clause 9 in relation to a dispute:
		1. work must continue in accordance with this award and the [Act](http://www.legislation.gov.au/Series/C2009A00028); and
		2. an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
	9. Clause 9.8 is subject to any applicable work health and safety legislation.
1. Types of Employment and Termination of Employment
2. Types of employment
	1. Employees under this award will be employed in one of the following categories:
		1. full-time;
		2. part-time; or
		3. casual.
	2. At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

Full-time employment

A full-time employee is engaged to work 38 ordinary hours per week (or an average of 38 ordinary hours per week over a maximum work cycle of four weeks).

Part-time employment

* + 1. A part-time employee will be paid the hourly rate applicable to their classification as set out in clause 16—Minimum hourly rates for the hours worked in any week.
		2. A part-time employee is engaged to work an average of at least eight and no more than 35 hours per week over a work cycle of four weeks.
		3. Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.
		4. At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the number of hours to be worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

Casual employment

* + 1. A casual employee is an employee engaged as such in any classification in this award and must be paid a casual loading of 25%. This loading is paid as compensation for annual leave, paid personal/carer’s leave, paid compassionate leave, notice of termination, redundancy benefits and the other entitlements from which they are excluded by the terms of this award and the NES.

Casual conversion

* + - 1. A casual employee, other than an irregular casual employee as defined in clause 10.5(c), who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
			2. Every employer of such an employee will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 12 months. The employee retains their right of election under this clause if the employer fails to comply with this paragraph.
			3. Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
			4. Any casual employee who has a right to elect under clause 10.5(b)(i), upon receiving notice under clause 10.5(b)(ii) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer will consent to or refuse the election but must not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment will be dealt with as far as practicable with expedition through the dispute settlement procedure.
			5. Once a casual employee has elected to become and has been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
			6. If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 10.5(b)(iv), the employer and employee in accordance with this subclause, and subject to clause 10.5(b)(iv), will discuss and agree upon:
* which form of employment the employee will convert to, that is, full‑time or part-time; and
* if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10.4(d).

Following such agreement being reached, the employee will convert to full-time or part-time employment.

* + - 1. Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
			2. Where, in accordance with clause 10.5(b)(iv) an employer refuses an election to convert, the reasons for doing so will be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
			3. Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable with expedition through the dispute settlement procedure.

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

Irregular casual

An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis. The provisions of clause 10.5(b) do not apply to irregular casual employees.

Minimum engagement

* + 1. An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level,the actual or likely number of hours required, and the relevant rate of pay.
		2. On each occasion a casual employee, other than a Snowsports Instructor, is required to attend work the employee is entitled to payment for a minimum of two hours’ work.
		3. 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 hours.
1. Seasonal employment

[Varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm)]

* 1. An employer may employ seasonal employees in any classification in this award.
	2. A seasonal employee may be engaged on either a full-time or part-time basis.
	3. A full-time seasonal employee is a seasonal employee who is engaged to work 38 ordinary hours (or an average of 38 ordinary hours over the anticipated length of their employment) per week.
	4. A part-time seasonal employee is a seasonal employee who is engaged to work less than 38 ordinary hours (or an average of less than 38 ordinary hours over the anticipated length of their employment) per week.

[11.5 varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm); deleted by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

[11.6 renumbered as 11.5 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* 1. In the event of adverse climatic conditions a seasonal employee may have their anticipated period of seasonal employment reduced.

[11.7 renumbered as 11.6 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* 1. The employer will advise each seasonal employee either in writing or verbally prior to the end of the season whether that employee’s employment will be terminated at the end of the season.

[11.8 renumbered as 11.7 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* 1. Seasonal employees will be paid the hourly rate applicable to their classification as set out in clause 16—Minimum hourly rates.
1. Apprentices

[Varied by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm)]

* 1. Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 16—Minimum hourly rates.
	2. An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shiftwork.
	3. An apprentice will be engaged for a minimum of four hours per shift.

[12.4 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

[12.5 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. For the purposes of clause 12.4, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

[12.6 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. The amount payable by an employer under clause 12.4 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

[12.7 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

[12.8 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. An employer may meet its obligations under clause 12.7 by paying any fees and/or cost of textbooks directly to the RTO.

[12.9 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

[12.10 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of Schedule F—School-based Apprentices.

[12.11 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

* 1. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

[12.12 inserted by [PR559266](http://www.fwc.gov.au/awardsandorders/html/PR559266.htm) ppc 01Jan15]

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

[13 substituted by [PR610258](https://www.fwc.gov.au/documents/awardsandorders/html/pr610258.htm) ppc 01Nov18]

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

Notice of termination by an employee

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

**Table 1—Period of notice**

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

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

* + 1. In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
		2. If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
		3. If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
		4. Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

Job search entitlement

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

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

[Varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR503728](http://www.fwc.gov.au/awardsandorders/html/PR503728.htm), [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm); substituted by [PR706893](https://www.fwc.gov.au/documents/awardsandorders/html/pr706893.htm) ppc 03May19]

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

Transfer to lower paid duties on redundancy

* + 1. Clause 14.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
		2. The employer may:
			1. give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) as if it were a notice of termination given by the employer; or
			2. transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
		3. If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

Employee leaving during redundancy notice period

* + 1. An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
		2. The employee is entitled to receive the benefits and payments they would have received under clause 14 or under sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) had they remained in employment until the expiry of the notice.
		3. However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

Job search entitlement

* + 1. Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) for the purpose of seeking other employment.
		2. If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
		3. A statutory declaration is sufficient for the purpose of paragraph (b).
		4. An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
		5. This entitlement applies instead of clauses 13.2 and 13.3.
1. Minimum Wages and Related Matters
2. Classifications

The definitions of the classification levels in clause 16—Minimum hourly rates, are contained in Schedule B—Classification Definitions.

1. Minimum hourly rates

[Varied by [PR997997](http://www.fwc.gov.au/awardsandorders/html/PR997997.htm), [PR509123](http://www.fwc.gov.au/awardsandorders/html/PR509123.htm), [PR522954](http://www.fwc.gov.au/awardsandorders/html/PR522954.htm), [PR536757](http://www.fwc.gov.au/awardsandorders/html/PR536757.htm), [PR544164](http://www.fwc.gov.au/awardsandorders/html/PR544164.htm), [PR551680](http://www.fwc.gov.au/awardsandorders/html/PR551680.htm), [PR566771](https://www.fwc.gov.au/awardsandorders/html/PR566771.htm), [PR579598](http://www.fwc.gov.au/awardsandorders/html/PR579598.htm), [PR579878](http://www.fwc.gov.au/awardsandorders/html/PR579878.htm), [PR592193](http://www.fwc.gov.au/awardsandorders/html/pr592193.htm), [PR593867](http://www.fwc.gov.au/awardsandorders/html/pr593867.htm), [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm), [PR606417](https://www.fwc.gov.au/documents/awardsandorders/html/PR606417.htm), [PR707508](https://www.fwc.gov.au/documents/awardsandorders/html/pr707508.htm)]

[16.1 varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm); deleted by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

Alpine Resort Workers

[16.2 varied by [PR997997](http://www.fwc.gov.au/awardsandorders/html/PR997997.htm), [PR509123](http://www.fwc.gov.au/awardsandorders/html/PR509123.htm), [PR522954](http://www.fwc.gov.au/awardsandorders/html/PR522954.htm), [PR536757](http://www.fwc.gov.au/awardsandorders/html/PR536757.htm), [PR551680](http://www.fwc.gov.au/awardsandorders/html/PR551680.htm), [PR566771](https://www.fwc.gov.au/awardsandorders/html/PR566771.htm), [PR579878](http://www.fwc.gov.au/awardsandorders/html/PR579878.htm), [PR592193](http://www.fwc.gov.au/awardsandorders/html/pr592193.htm); renumbered as 16.1 and substituted by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18; varied by [PR606417](https://www.fwc.gov.au/documents/awardsandorders/html/PR606417.htm), [PR707508](https://www.fwc.gov.au/documents/awardsandorders/html/pr707508.htm) ppc 01Jul19]

An employer must pay adult employees (other than apprentices) the following minimum wages for ordinary hours worked by the employee:

| **Classification** | **Minimum hourly rate$** |
| --- | --- |
| Training | 19.50 |
| Resort Worker Level 1 | 20.06 |
| Resort Worker Level 2 | 20.83 |
| Resort Worker Level 3 | 21.56 |
| Resort Worker Level 4 | 22.68 |
| Resort Worker Level 5 | 23.42 |
| Resort Worker Level 6  | 24.12 |
| Resort Worker Level 7 | 24.77 |

Snowsports Instructors

[16.3 varied by [PR994986](http://www.fwc.gov.au/awardsandorders/html/PR994986.htm); [PR997997](http://www.fwc.gov.au/awardsandorders/html/PR997997.htm), [PR509123](http://www.fwc.gov.au/awardsandorders/html/PR509123.htm), [PR522954](http://www.fwc.gov.au/awardsandorders/html/PR522954.htm), [PR536757](http://www.fwc.gov.au/awardsandorders/html/PR536757.htm), [PR551680](http://www.fwc.gov.au/awardsandorders/html/PR551680.htm), [PR566771](https://www.fwc.gov.au/awardsandorders/html/PR566771.htm), [PR57987](http://www.fwc.gov.au/awardsandorders/html/PR579878.htm)8, [PR592193](http://www.fwc.gov.au/awardsandorders/html/pr592193.htm); renumbered as 16.2 and substituted by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18; varied by[PR606417](https://www.fwc.gov.au/documents/awardsandorders/html/PR606417.htm), [PR707508](https://www.fwc.gov.au/documents/awardsandorders/html/pr707508.htm) ppc 01Jul19]

An employer must pay adult employees (other than apprentices) the following minimum wages for ordinary hours worked by the employee:

| **Classification** | **Minimum hourly rate$** |
| --- | --- |
| Instructor Category A | 31.04 |
| Instructor Category B | 27.91 |
| Instructor Category C | 24.81 |
| Instructor Category D | 21.69 |
| Instructor Category E | 20.66 |

Junior employees

[16.4 renumbered as 16.3 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* + 1. The minimum wages for junior employees are the following percentages of the minimum hourly rate prescribed for the appropriate adult classification:

| **Age** | **%** |
| --- | --- |
| 17 years and under | 70 |
| 18 years | 80 |

* + 1. Junior employees working in roles that undertake liquor service must be paid at the relevant adult minimum wage.
		2. An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of an employee. If a birth certificate is required, the cost of it must be borne by the employer.
		3. No employee under the age of 18 years will be required to work more than 10 hours in a shift.

Apprentices

[16.5 renumbered as 16.4 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

An apprentice will be paid the following percentage of the minimum wage for the appropriate adult classification:

| **Year** | **%** |
| --- | --- |
| First year | 55 |
| Second year | 65 |
| Third year | 80 |
| Fourth year | 95 |

[16.6 renumbered as 16.5 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* 1. All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than five cents will be disregarded and five cents and over will go to the higher 10 cents.

Adult apprentices

[New 16.7 inserted by [PR544164](http://www.fwc.gov.au/awardsandorders/html/PR544164.htm) ppc 01Jan14; renumbered as 16.6 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* + 1. The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the Resort Worker Level 4 rate, or the rate prescribed by clause 16.4 for the relevant year of the apprenticeship, whichever is the greater.
		2. The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 16.1—Alpine Resort Workers or the rate prescribed by clause 16.4 for the relevant year of the apprenticeship, whichever is the greater.
		3. A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 or 16.2 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

National training wage

[16.7 renumbered as 16.8 by [PR544164](http://www.fwc.gov.au/awardsandorders/html/PR544164.htm); substituted by [PR593867](http://www.fwc.gov.au/awardsandorders/html/pr593867.htm) ppc 01Jul17; renumbered as 16.7 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

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

[16.7(b) varied by [PR606417](https://www.fwc.gov.au/documents/awardsandorders/html/PR606417.htm), [PR707508](https://www.fwc.gov.au/documents/awardsandorders/html/pr707508.htm) ppc 01Jul19]

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

Supported wage system

[16.8 renumbered as 16.9 by [PR544164](http://www.fwc.gov.au/awardsandorders/html/PR544164.htm), renumbered as 16.8 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]]

See Schedule E

1. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](http://www.fwc.gov.au/documents/documents/modern_awards/allowances/MA000092-all.pdf).

[Varied by [PR998112](http://www.fwc.gov.au/awardsandorders/html/PR998112.htm), [PR509244](http://www.fwc.gov.au/awardsandorders/html/PR509244.htm), [PR523074](http://www.fwc.gov.au/awardsandorders/html/PR523074.htm), [PR536877](http://www.fwc.gov.au/awardsandorders/html/PR536877.htm), [[PR551800](http://www.fwc.gov.au/awardsandorders/html/PR551800.htm)](http://www.fwc.gov.au/awardsandorders/html/PR000000.htm), [PR566901](http://www.fwc.gov.au/awardsandorders/html/PR566901.htm), [PR579598](http://www.fwc.gov.au/awardsandorders/html/PR579598.htm), [PR592347](http://www.fwc.gov.au/awardsandorders/html/pr592347.htm), [PR606570](https://www.fwc.gov.au/documents/awardsandorders/html/PR606570.htm), [PR704101](https://www.fwc.gov.au/documents/awardsandorders/html/pr704101.htm), [PR707735](https://www.fwc.gov.au/documents/awardsandorders/html/pr707735.htm)]

Meal allowance

[17.1 varied by [PR998112](http://www.fwc.gov.au/awardsandorders/html/PR998112.htm), [PR509244](http://www.fwc.gov.au/awardsandorders/html/PR509244.htm), [PR523074](http://www.fwc.gov.au/awardsandorders/html/PR523074.htm), [PR536877](http://www.fwc.gov.au/awardsandorders/html/PR536877.htm), [[PR551800](http://www.fwc.gov.au/awardsandorders/html/PR551800.htm)](http://www.fwc.gov.au/awardsandorders/html/PR000000.htm), [PR566901](http://www.fwc.gov.au/awardsandorders/html/PR566901.htm), [PR579598](http://www.fwc.gov.au/awardsandorders/html/PR579598.htm), [PR592347](http://www.fwc.gov.au/awardsandorders/html/pr592347.htm), [PR606570](https://www.fwc.gov.au/documents/awardsandorders/html/PR606570.htm), [PR704101](https://www.fwc.gov.au/documents/awardsandorders/html/pr704101.htm), [PR707735](https://www.fwc.gov.au/documents/awardsandorders/html/pr707735.htm) ppc 01Jul19]

An employee required to work overtime for more than two hours per shift without being notified on the previous day or earlier must either be supplied with a meal by the employer or paid an allowance of $13.38.

Sewerage treatment plant allowance

Employees working at designated sewerage treatment plants will be paid an additional amount of 45% of the [standard rate](#standard_rate) for each shift they are engaged in work at a designated sewerage treatment plant.

Boot allowance

Where the employee is directed to wear specific outdoor footwear as part of their employment and this footwear is not supplied by the employer the employee will be paid an allowance of $0.16 for each hour worked. This does not include items such as black shoes for service staff.

Equipment allowance

Where an employee is required to provide ski/board equipment as part of their employment, and this equipment is not supplied by the employer, the employee will be paid an allowance of $0.33 for each hour worked. An employee entitled to the equipment allowance will be entitled to this instead of the boot allowance.

Protective clothing reimbursement

* + 1. The employer must provide all employees who are outdoor workers, including Snowsports Instructors, with appropriate wet weather and protective clothing free of charge, or must reimburse the employee the cost of purchasing such clothing.
		2. Where protective clothing, uniforms and/or other tools and equipment are supplied without cost to the employee, or the cost of which has been reimbursed to the employee, it will remain the property of the employer and will be returned by the employee to the employer when requested on termination of the employee’s employment. Loss due to any cause or damage through misuse by the employee will be charged against the employee’s wages. A deduction at a reasonable rate may be made by the employer, provided that no deduction will be made for reasonable wear and tear.

Airfare reimbursement

[17.6(a) varied by [PR998112](http://www.fwc.gov.au/awardsandorders/html/PR998112.htm), [PR523074](http://www.fwc.gov.au/awardsandorders/html/PR523074.htm), [PR536877](http://www.fwc.gov.au/awardsandorders/html/PR536877.htm), [[PR551800](http://www.fwc.gov.au/awardsandorders/html/PR551800.htm)](http://www.fwc.gov.au/awardsandorders/html/PR000000.htm), [PR566901](http://www.fwc.gov.au/awardsandorders/html/PR566901.htm), [PR606570](https://www.fwc.gov.au/documents/awardsandorders/html/PR606570.htm), [PR704101](https://www.fwc.gov.au/documents/awardsandorders/html/pr704101.htm), [PR707735](https://www.fwc.gov.au/documents/awardsandorders/html/pr707735.htm) ppc 01Jul19]

* + 1. Snowsports Instructors, who are in Category A, B or C according to Schedule B, are entitled to an airfare reimbursement of up to $884.48 where they are:
			1. engaged overseas in the Northern Hemisphere in the preceding season as part of an exchange program or working as a full‑time instructor for a full season at a snowsports school in the Northern Hemisphere approved by prior arrangement with the school director; or
			2. engaged overseas in the Northern Hemisphere in the preceding season and enter Australia as temporary non-residents.
		2. In order to qualify for an airfare reimbursement the employee will be required to prove that a minimum of eight weeks has been worked on a full‑time basis at an approved snowsports school in the Northern Hemisphere and will also be required to produce the original airline ticket in order to prove that the expense has been incurred.

Adjustment of expense related allowances

* + 1. At the time of any adjustment to the [standard rate](#standard_rate), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
		2. 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 |
| Boot and equipment allowance | Clothing and footwear group |
| Airfare reimbursement | Domestic holiday travel and accommodation sub-group |

1. Accident pay

[Varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR503728](http://www.fwc.gov.au/awardsandorders/html/PR503728.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Higher duties, dual-role employment and multi-hiring arrangement

[Varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm)]

Higher duties

An employee engaged on any one day or shift for a time exceeding two hours in the aggregate on work carrying a higher rate than their ordinary classification will be paid the higher rate for such day or shift. If so engaged for two hours or less in the aggregate on any one day or shift, the employee will be paid the higher rate for the time so worked. Where clause 19.1 applies, clauses 19.2 and 19.3 do not apply.

Dual-role employment

* + 1. Due to the unique nature of most positions under this award, in that they are generally only available during that part of the year when alpine lifting is being provided, employees may be offered dual-role employment (where operational requirements allow) in which the employee may have two distinct roles.
		2. In these circumstances any offer of employment will set out the terms and conditions for each role and these will be mutually agreed between the two parties prior to the commencement of this type of employment.
		3. Where clause 19.2 applies, clause 19.1 does not apply.

Multi-hiring arrangement

* + 1. As an alternative, or in addition to, dual-role employment, an employee may by agreement be engaged on a multi-hiring arrangement.
		2. If an employer and an employee enter into a multi-hiring arrangement, the parties must agree on the primary role of the employee.
		3. The employer may then offer the employee, and the employee may undertake, a non-primary role (or roles) in any level or classification within Schedule B—Classification Definitions that they are qualified for, provided that:
			1. any non-primary role is to be undertaken, and paid for, on a casual basis; and
			2. any hours worked by an employee in a non-primary role do not count toward ordinary hours or overtime in the employee’s primary role.

[19.3(c)(iii) renumbered as 19.3(d) and substituted by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) from 01Jan10]

* + 1. Where clause 19.3 applies, clause 19.1 does not apply.
1. Payment of wages

[Varied by [PR714922](http://www.fwc.gov.au/awardsandorders/html/PR714922.htm)]

[Paragraph numbered as 20.1 by [PR714922](http://www.fwc.gov.au/awardsandorders/html/PR714922.htm) ppc 20Dec19]

* 1. An employer may pay an employee their wages either weekly, fortnightly or monthly by payment into the employee’s nominated bank account by electronic funds transfer, without cost to the employee.

Payment on termination of employment

[20.2 inserted by [PR714922](http://www.fwc.gov.au/awardsandorders/html/PR714922.htm) ppc 20Dec19]

* + 1. Subject to clause 20.2(b), the employer must pay an employee no later than 14 days after the day on which the employee’s employment terminates:
			1. the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
			2. all other amounts that are due to the employee under this award and the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
		2. For an employee paid weekly in accordance with clause 20.1, the employer must pay the employee no later than the end of the employee’s next complete 7 day pay period after the day on which the employee’s employment terminates.
		3. The requirement to pay wages and other amounts under clause 20.2(a) and (b) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](http://www.legislation.gov.au/Series/C2009A00028).

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

Note 2: Clause 20.2(c) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](http://www.legislation.gov.au/Series/C2009A00028), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

1. Superannuation

[Varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR530212](http://www.fwc.gov.au/awardsandorders/html/PR530212.htm), [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm)]

Superannuation legislation

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

Employer contributions

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

Voluntary employee contributions

* + 1. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
		2. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.
		3. The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

Superannuation fund

[21.4 varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) from 01Jan10]

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

* + 1. HOSTPLUS;
		2. AustralianSuper;

[21.4(c) varied by [PR530212](http://www.fwc.gov.au/awardsandorders/html/PR530212.htm) ppc 26Oct12]

* + 1. CareSuper;

[21.4(d) varied by [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm) ppc 01Jan14]

* + 1. any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[21.4(e) inserted by [PR546077](http://www.fwc.gov.au/awardsandorders/html/PR546077.htm) ppc 01Jan14]

* + 1. a superannuation fund or scheme which the employee is a defined benefit member of.
1. Hours of Work and Related Matters
2. Ordinary hours of work and rostering

[Varied by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm)]

* 1. Ordinary hours may be worked on an any five days of the week with a maximum of 10 hours per day.
	2. The ordinary hours of full-time employees will average 38 per week over a maximum work cycle of four weeks.
	3. The ordinary hours of part-time employees will average at least eight and no more than 35 per week over a maximum work cycle of four weeks.

[New 22.4 inserted by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) 01Jan18]

* 1. The ordinary hours of casual employees will not exceed an average of 38 hours per week over a maximum work cycle of four weeks.

Rostered days off

[22.4 renumbered as 22.5 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) 01Jan18]

* + 1. Clause 22.5 only applies to full-time employees other than seasonal employees.

Notice

* + - 1. An employer will give at least one week’s notice of a rostered day off.
			2. An employee may agree to a lesser period of notice than that specified in clause 22.5(b)(i).

Substitute days

* + - 1. An employer may require an employee to work on the employee’s rostered day off in the event of an emergency.
			2. In the circumstances addressed by clause 22.5(c)(i), the employee will be paid time and a half for all time worked on the rostered day off and will be granted another rostered day off.

Make-up time

[22.5 renumbered as 22.6 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) 01Jan18]

Notwithstanding provisions elsewhere in this award, the employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

* + 1. 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;
		2. an employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.
1. Rostering
	1. The employer must prepare a roster showing the name of each employee and their days of work and starting and finishing times and post it on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes it more accessible.
	2. The roster will be alterable:
		1. at any time by mutual consent; and
		2. by the employer on the day prior to when the rostered shift was originally scheduled to be worked, or where notice is unable to be given of the roster change on the previous day, with as much notice as is reasonably practicable in the circumstances.
2. Breaks
	1. If an employee, including a casual employee, is required to work for five or more hours in a day they must be given an unpaid meal break of no less than 30 minutes.
	2. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.
	3. Where operational requirements do not allow time for an unpaid meal break in accordance with clause 24.1, the employee will be given a paid meal break of 20 minutes.
	4. If the unpaid meal break is rostered to be taken after five hours of starting work, the employee must be given an additional 20 minute paid meal break. The employer must allow the employee to take this additional meal break no earlier than two hours after starting work and no later than five hours after starting work.
	5. If an employee is not given a meal break in accordance with clauses 24.1 or 24.4 the employer must pay the employee overtime rates from the end of six hours until either the meal break is given or the shift ends.
	6. An employee is entitled to receive an additional 30 minute unpaid meal break for each additional five hours worked by them in a day. The taking of any additional meal breaks is to be as per clauses 24.4 and 24.5 above.
3. Penalty rates

[Varied by [PR584070](http://www.fwc.gov.au/awardsandorders/html/PR584070.htm), [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm)]

Payment for work performed on public holidays

Other than Snowsports Instructors, all time worked on a public holiday must be paid for at the rate of double time and a half for the hours worked. In the case of casual employees this rate includes the casual loading of 25%.

Overtime

[25.2 varied by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

An employee, other than a Snowsports Instructor, must be paid overtime rates for:

* + 1. any hours in excess of the ordinary hours per week that the employee is engaged to work;
		2. any hours in excess of 10 per day, excluding meal breaks; or
		3. any hours in excess of an average of 38 per week over the length of the cycle.
	1. The overtime rates are as follows:
		1. time and a half for the first two hours; and
		2. double time thereafter.

Time off instead of payment for overtime

 [25.4 inserted by [PR584070](http://www.fwc.gov.au/awardsandorders/html/PR584070.htm) ppc 22Aug16]

* + 1. An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
		2. Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 25.4.
		3. An agreement must state each of the following:
			1. the number of overtime hours to which it applies and when those hours were worked;
			2. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
			3. that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
			4. that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 25.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

* + 1. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 25.4 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

* + 1. Time off must be taken:
			1. within the period of 6 months after the overtime is worked; and
			2. at a time or times within that period of 6 months agreed by the employee and employer.
		2. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 25.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
		3. If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
		4. The employer must keep a copy of any agreement under clause 25.4 as an employee record.
		5. An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
		6. An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 25.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

* + 1. If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 25.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.4.

25A. Requests for flexible working arrangements

[25A inserted by [PR701495](https://www.fwc.gov.au/documents/awardsandorders/html/pr701495.htm) ppc 01Dec18]

25A.1 Employee may request change in working arrangements

Clause 25A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

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

Note 3: Clause 25A is an addition to s.65.

25A.2 Responding to the request

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

* + 1. the needs of the employee arising from their circumstances;
		2. the consequences for the employee if changes in working arrangements are not made; and
		3. any reasonable business grounds for refusing the request.

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

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

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

Clause 25A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 25A.2.

* + 1. The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
		2. If the employer and employee could not agree on a change in working arrangements under clause 25A.2, the written response under s.65(4) must:
			1. state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
			2. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

25A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 25A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

25A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 25A, can be dealt with under clause 9—Dispute resolution.

1. Leave and Public Holidays
2. Annual leave

[Varied by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm), [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm)]

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

[New 26.2 inserted by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* 1. When an employee takes a period of paid annual leave or is paid for accrued leave on termination, the employee will be paid an annual leave loading of 17.5% of the base rate of pay for the period in addition to the payment required to be made under Division 6 of the NES.

NOTE: Where an employee is receiving over award payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

Annual leave in advance

[26.2 renamed and substituted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul16; renumbered as 26.3 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* + 1. An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
		2. An agreement must:
			1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
			2. be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 26.3 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

* + 1. The employer must keep a copy of any agreement under clause 26.3 as an employee record.
		2. If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 26.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Close-down

[26.3 renamed and substituted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul16; renumbered as 26.4 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

An employer may require an employee to take annual leave by giving at least four weeks’ notice as part of a close-down of its operations.

Excessive leave accruals: general provision

[26.4 inserted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul16; renumbered as 26.5 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

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

* + 1. An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 3.1).
		2. If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
		3. Clause 26.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
		4. Clause 26.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

[26.5 inserted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul16; renumbered as 26.6 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* + 1. If an employer has genuinely tried to reach agreement with an employee under clause 26.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
		2. However, a direction by the employer under paragraph (a):
			1. is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 26.5, 26.6 or 26.7 or otherwise agreed by the employer and employee) are taken into account; and
			2. must not require the employee to take any period of paid annual leave of less than one week; and
			3. must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
			4. must not be inconsistent with any leave arrangement agreed by the employer and employee.
		3. The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
		4. An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 26.6(b)(i).

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

Excessive leave accruals: request by employee for leave

[26.6 inserted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm); substituted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul17; renumbered as 26.7 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* + 1. If an employee has genuinely tried to reach agreement with an employer under clause 26.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
		2. However, an employee may only give a notice to the employer under paragraph (a) if:
			1. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
			2. the employee has not been given a direction under clause 26.6(a) that, when any other paid annual leave arrangements (whether made under clause 26.5, 26.6 or 26.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
		3. A notice given by an employee under paragraph (a) must not:
			1. if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 26.5, 26.6 or 26.7 or otherwise agreed by the employer and employee) are taken into account; or
			2. provide for the employee to take any period of paid annual leave of less than one week; or
			3. provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
			4. be inconsistent with any leave arrangement agreed by the employer and employee.
		4. An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 3.1) in any period of 12 months.
		5. The employer must grant paid annual leave requested by a notice under paragraph (a).

Cashing out of annual leave

[26.7 inserted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul16; renumbered as 26.8 by [PR599077](http://www.fwc.gov.au/awardsandorders/html/PR599077.htm) ppc 01Jan18]

* + 1. Paid annual leave must not be cashed out except in accordance with an agreement under clause 26.8.
		2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 26.8.
		3. An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
		4. An agreement under clause 26.8 must state:
			1. the amount of leave to be cashed out and the payment to be made to the employee for it; and
			2. the date on which the payment is to be made.
		5. An agreement under clause 26.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
		6. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
		7. An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
		8. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
		9. The employer must keep a copy of any agreement under clause 26.8 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 26.8.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.8.

Note 3: An example of the type of agreement required by clause 26.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

1. Personal/carer’s leave and compassionate leave

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

1. Community service leave

Community service leave is provided for in the NES.

1. Public holidays

[Varied by [PR712219](https://www.fwc.gov.au/documents/awardsandorders/html/pr712219.htm)]

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

Substitution of public holidays by agreement

[29.2 substituted by [PR712219](https://www.fwc.gov.au/documents/awardsandorders/html/pr712219.htm) ppc 04Oct19]

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

Additional arrangements for employees other than casuals

An employee whose rostered day off falls on a public holiday must, subject to clause 29.2, either:

* + 1. be paid an extra day’s pay; or
		2. be provided with an alternative day off within 28 days; or
		3. receive an additional day’s annual leave.
	1. A permanent or seasonal employee who works on a public holiday which is subject to substitution as provided for by the NES will be entitled to the benefit of the substitute day.
1. Leave to deal with Family and Domestic Violence

[30 inserted by [PR609421](https://www.fwc.gov.au/documents/awardsandorders/html/PR609421.htm) ppc 01Aug18]

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

Definitions

* + 1. In this clause:

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

***family member*** means:

* + - 1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
			2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
			3. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
		1. A reference to a spouse or de facto partner in the definition of family member in clause 30.2(a) includes a former spouse or de facto partner.

Entitlement to unpaid leave

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

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

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

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

Taking unpaid leave

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

* + 1. is experiencing family and domestic violence; and
		2. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

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

Service and continuity

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

Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 30. The notice:

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

Evidence

An employee who has given their employer notice of the taking of leave under clause 30 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 30.4.

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

Confidentiality

* + 1. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 30.6 is treated confidentially, as far as it is reasonably practicable to do so.
		2. Nothing in clause 30 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

Compliance

An employee is not entitled to take leave under clause 30 unless the employee complies with clause 30.

1. —Transitional Provisions

[Varied by [PR991601](http://www.fwc.gov.au/alldocuments/PR991601.htm), [PR503728](http://www.fwc.gov.au/awardsandorders/html/PR503728.htm)]

General

* + 1. The provisions of this schedule deal with minimum obligations only.
		2. The provisions of this schedule are to be applied:
			1. when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading), award-based transitional instrument or preserved collective State agreement on the one hand and an equivalent provision in this award on the other;
			2. when a loading or penalty in a relevant transitional minimum wage instrument, award-based transitional instrument or preserved collective State agreement has no equivalent provision in this award;
			3. when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument, award-based transitional instrument or preserved collective State agreement; or
			4. when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument, award-based transitional instrument or preserved collective State agreement.

Minimum wages – existing minimum wage lower

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

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

* + 1. In this clause minimum wage includes:
			1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
			2. a piecework rate; and
			3. any applicable industry allowance.
		2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument or preserved collective State agreement for the classification concerned.
		3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.
		4. From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

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

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

Minimum wages – existing minimum wage higher

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

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

* + 1. In this clause minimum wage includes:
			1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
			2. a piecework rate; and
			3. any applicable industry allowance.
		2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument or preserved collective State agreement for the classification concerned.
		3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.
		4. From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

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

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.
		2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates

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

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

Loadings and penalty rates – existing loading or penalty rate lower

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

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

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument, award-based transitional instrument or preserved collective State agreement for the classification concerned.
		2. The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
		3. From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

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

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

Loadings and penalty rates – existing loading or penalty rate higher

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

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

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument, award-based transitional instrument or preserved collective State agreement.
		2. The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.
		3. From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

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

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

Loadings and penalty rates – no existing loading or penalty rate

* + 1. The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.
		2. Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.
		3. From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

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

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

Former Division 2B employers

[A.8 inserted by [PR503728](http://www.fwc.gov.au/awardsandorders/html/PR503728.htm) ppc 01Jan11]

* + 1. This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
		2. All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
		3. Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
		4. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
		5. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
		6. In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.
1. —Classification Definitions

[Varied by[PR991601](http://www.fwc.gov.au/alldocuments/PR991601.htm), [PR538058](http://www.fwc.gov.au/alldocuments/PR538058.htm)]

Training level

* + 1. **Training Level** is the level at which staff are undergoing training prior to being deemed competent to undertake their substantive role at the appropriate Resort Worker Level, excluding those who are being trained in Plant Operators role. It is also the rate to be paid to staff while attending orientation or induction programs.
		2. The maximum period of time on which an employee may be engaged at the Training Level is seven weeks.

Resort Worker Level 1

* + 1. **Resort Worker Level 1** means an employee who is engaged in a role that requires no previous experience, some on-the-job training and who works under supervision in roles including:
* Carparking duties
* Outdoor and Indoor Assistant roles including Race Event Workers, Snowsports Assistants, Painters and Lift Attendants whose roles are primarily focused on specific labouring tasks
* General unskilled labour tasks
* Bar Assistant who is employed primarily in non-service duties
* Food Service Assistant—duties including removing food plates, setting and/or wiping down tables, cleaning and tidying of associated areas
* Kitchenhand duties
* Housekeeping duties assisting under supervision in the servicing of resort property and cleaning thereof
* Laundry duties assisting in laundry service

Resort Worker Level 2

* + 1. **Resort Worker Level 2** means an employee who is engaged in a role that requires some previous relevant experience or qualifications, detailed on-the-job training for the specific employers requirements and work under supervision.
		2. The following roles are examples:
* An employee who is engaged in general clerical or office duties
* Guest Service roles including Ticket and Pass sales, Hire sales and service, Retail Sales, Concourse Attendants and Tour Guides
* Trainee Plant Operator roles (including Trainee Train Drivers) who are undergoing training and assessment and are yet to be deemed competent
* A person involved in the coordination and instruction of other staff involved in Carparking operations
* Unqualified Child Care Workers
* Municipal Services (garbage collection etc.)
* Pool attendants with lifeguard qualifications
* Ticket Checkers, Uniform Room Attendants and Mountain Awareness staff
* Snowsports administrative staff who are responsible for the booking of lessons
* Bar duties including service, cellar and bottle sales
* Food Service duties including service, cashier and waiting duties
* Housekeeping involved in the servicing and cleaning of resort property
* A Cook being an unqualified person involved in the preparation, butchering or cooking of food
* An employee who is engaged in reception/reservations duties including night auditing, telephonist, receptionist, cashier, information services, portering or reservations.
* Laundry duties involved in laundry production duties such as machine operation

Resort Worker Level 3

* + 1. **Resort Worker Level 3** means an employee who is engaged in a role that requires significant previous experience in the field in which they are to be employed or who will be involved in roles that require specialist training by the employer.
		2. The following roles are examples:
* A Lift Operator who is responsible for the safe operation of aerial and surface lifting, the loading and unloading of guests, maintaining the lift station and reporting of mechanical faults to appropriate trades and supervisory staff
* An employee involved in Mountain operation roles such as Assistant Ski Patrol and Trail Crew
* Trades Assistants in Electrical, Mechanical, Fitting & Machinery and Building disciplines including (but not limited to) Electrical Assistants, Track Maintenance Assistants, Fitters and Machinists, Carpentry Assistants and Leading Hand Labourers
* Beauty Therapist and Spa Attendant
* Storeperson or Cellar person with forklift qualifications and who is engaged as such
* Food Service & Bar staff who supervise staff of a lower grade and who work without supervision
* A Kitchen attendant who has the responsibility for the supervision, training and coordination of kitchen attendants of a lower grade
* An employee in a Housekeeping, Porter or Laundry role who has the appropriate level of training and who is employed to supervise employees of a lower grade
* An employee who is engaged in night auditing, Hotel reception or reservations who has more than three years’ experience in a similar role in a Hotel or Travel Reservations business

Resort Worker Level 4

* + 1. **Resort Worker Level 4** means an employee who is engaged in a role that requires specialist skills built on previous experience and qualifications or who provides direction for staff at a lower level.
		2. The following roles are examples:
* An employee who is engaged in the supervision of other staff involved in reception/reservations duties including night auditing, telephonist, receptionist, cashier, information services or reservations
* An employee who is engaged in the supervision of Guest Service roles including Ticket and Pass sales, Hire sales and service, Retail Sales, Concourse Attendants and Information and Tour Guides
* An employee engaged in Cashroom, Treasury or other similar back office cash reconciliation roles
* Experienced Painters
* Qualified Fitness Instructor with lifeguard qualifications
* Bar and Food Service staff who supervise staff of a lower grade in running a particular section, restaurant or bar
* A Qualified Chef, who has completed an apprenticeship in this discipline
* An employee who is engaged as an Inventory Controller or Uniform Room Coordinators

Resort Worker Level 5

* + 1. **Resort Worker Level 5** means an employee who has the appropriate level of training and who is employed to supervise and/or train employees of a lower grade.
		2. The following roles are examples:
* An employee who is engaged in the supervision of Lift Operators
* Treasury/Cashroom staff

Resort Worker Level 6

* + 1. **Resort Worker Level 6** means an employee who is engaged in a role that requires the completion of a recognised qualification in the field in which they are employed and have been deemed competent to fulfil the following roles:
* A Plant Operator who has been deemed competent in the operation of plant and equipment including (but not limited to) Transport vehicles, Groomers, Excavators, Cranes, Trains, Snowmaking or Sewerage Plant equipment
* Railway Track Inspectors
* A Child Care Worker who has completed as a minimum an AQF Certificate 3 or 4 in Children’s Services (or equivalent)
* A qualified Ski Patroller
* Trade qualified staff who have completed an apprenticeship in an Electrical, Fitting, Mechanical, Painting, Spray Painting, Carpentry or Building discipline and are undertaking work in their relevant discipline
* An employee who is employed to Supervise staff undertaking Trail Crew or Snowsports Reservations duties
* Qualified Beauty Therapist
* Media Staff such as Reporters, Editors and Camera Operators
* A Hospitality supervisor in any area of hospitality including but not limited to food and beverage, housekeeping, front office and reservations, laundry, stores, duty supervisors and the like

Resort Worker Level 7

* + 1. **Resort Worker Level 7** means an employee who is engaged in any of the following roles:
* A Child Care Worker who is engaged as a supervisor and who has completed as a minimum an AQF Diploma in Children’s Services
* An employee who is engaged in the supervision of other staff involved in Plant Operation
* A Qualified Chef who supervises or trains other kitchen staff, undertakes ordering and stock control and is solely responsible for other cooks and other kitchen employees in a single kitchen establishment

Instructors Category A

[B.9 substituted by [PR538058](http://www.fwc.gov.au/alldocuments/PR538058.htm) ppc 25Jun13]

**Instructors Category A** means an employee who is engaged as a Snowsports Instructor (as defined), is a fully certified Instructor, and has obtained their APSI Level 4 Qualification or international equivalent (as currently contained in Table 5 in Schedule C) or the recognised current equivalent and has a minimum of 10 full-time seasons of practical experience. Full‑time season for the purposes of this category of employment will be a minimum of 12 successive weeks at a recognised snowsports school.

Instructors Category B

[B.10 substituted by [PR538058](http://www.fwc.gov.au/alldocuments/PR538058.htm) ppc 25Jun13]

**Instructors Category B** means an employee who is engaged as a Snowsports Instructor (as defined) and has an intermediate level of certification, being their APSI Level 3 Qualification or international equivalent (as currently contained in Table 4 in Schedule C) or the recognised current equivalent and has full-time practical teaching experience.

Instructors Category C

[B.11 substituted by [PR538058](http://www.fwc.gov.au/alldocuments/PR538058.htm) ppc 25Jun13]

**Instructors Category C** means an employee who is engaged as a Snowsports Instructor (as defined) and has a fundamental level of certification, being the APSI Level 2 Qualification or international equivalent (as currently contained in Table 3 in Schedule C) or the recognised current equivalent and has full-time practical teaching experience.

Instructors Category D

[B.12 substituted by [PR538058](http://www.fwc.gov.au/alldocuments/PR538058.htm) ppc 25Jun13]

**Instructors Category D** means an employee who is engaged as a Snowsports Instructor (as defined) and has some teaching experience with an entry level qualification, being the APSI Level 1 Qualification or international equivalent (as currently contained in Table 2 in Schedule C) or the recognised current equivalent.

Instructors Category E

[B.13 substituted by [PR538058](http://www.fwc.gov.au/alldocuments/PR538058.htm) ppc 25Jun13]

**Instructors Category E** means an employee who is engaged as a Snowsports Instructor (as defined) and has either no experience or a low level qualification (as currently contained in Table 1 in Schedule C) or the recognised current equivalent.

1. —Equivalency of Snowsports Qualifications

[Varied by[PR991601](http://www.fwc.gov.au/alldocuments/PR991601.htm); substituted by [PR538058](http://www.fwc.gov.au/alldocuments/PR538058.htm) ppc 25Jun13]

**Table 1**

Country Association Certification Level

Australia APSI (Ski & SB) Instructor Training Course/Recruitment Clinic

Austria ÖSSV (Ski & SB) Anwärter

Canada CSIA (Ski) CSIA Level 1

Canada CASI (SB) CASI Level 1

Canada CSCF (Coaching) Entry Level (1)

New Zealand NZSIA (Ski & SB) C.S.I

Poland SITN-PZN Children’s Level

Switzerland SSSA Kinderlehrer

United Kingdom BASI (Ski) Alpine Level 1

United Kingdom BASI (SB) SB Level 1

USA PSIA (Ski) PSIA Level 1

USA AASI (SB) AASI Level 1

**Table 2**

Country Association Certification Level

Australia APSI (Ski & SB) APSI Level 1 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) Children’s Certificate)

Canada CSCF (Coaching) Level 1 Advanced Certification

**Table 3**

Country Association Certification Level

Australia APSI (Ski & SB) APSI Level 2 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) APSI Level 1)

Austria ÖSSV (Ski & SB) Anwärter

Canada CSIA (Ski) CSIA Level 2

Canada CASI (SB) CASI Level 2

Canada CSCF (Coaching) Development Level (2)

Czech Republic APUL APUL C

Japan SIA IT I (Bronze Medal)

Netherlands NVVS A-Diploma

New Zealand NZSIA (Ski & SB) Stage One

Poland SITN-PZN Level Basic

Slovakia SAPUL C Qualification

Slovenia SIAS Level 1

Switzerland SSSA Stufe 1

United Kingdom BASI (Ski) Alpine L2

United Kingdom BASI (SB) SB L2

USA AASI (SB) AASI Level 2

USA PSIA (Ski) PSIA Level 2

**Table 4**

Country Association Certification Level

Australia APSI (Ski & SB) APSI Level 3 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) APSI Level 2)

Austria ÖSSV (Ski & SB) Landesschilehrer

Canada CSIA (Ski) CSIA Level 3

Canada CASI (SB) CASI Level 3

Canada CSCF (Coaching) Performance Level (3)

Czech Republic APUL APUL B

Japan SIA IT II (Silver Medal)

Netherlands NVVS B-Diploma

Poland SITN-PZN Assistant PZN

Slovakia SAPUL B Qualification

Slovenia SIAS Level 2

Switzerland SSSA Stufe 2

United Kingdom BASI (Ski) Ski Teacher

United Kingdom BASI (SB) SB Teacher

USA PSIA (Ski) PSIA Level 3

USA AASI (SB) AASI Level 3

USA USSA (Coaching) Level 200 State Coach

**Table 5**

Country Association Certification Level

Australia APSI (Ski & SB) APSI Level 4 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) APSI Level 3)

Austria ÖSSV (Ski & SB) Staatlich geprüfter Schilehrer

Canada CSIA (Ski) CSIA Level 4

Canada CASI (SB) CASI Level 4

Canada CSCF (Coaching) Program Director (4)

Czech Republic APUL APUL A

Italy AMSI Maestro di Sci (Gold Level)

Japan SIA IT III (Gold Medal)

Netherlands NVVS C-Diploma

New Zealand NZSIA (Ski & SB) Stage Two

Poland SITN-PZN PZN-ISIA

Slovakia SAPUL A Qualification

Slovenia SIAS Level 3

Sweden ESS Examinerad Svensk Skidlarare (Level 3)

Switzerland SSSA Stufe 3

United Kingdom BASI (Ski) Diploma

USA PSIA (Ski) PSIA Level 3USA AASI (SB) AASI Trainer

1. —National Training Wage

[Varied by [PR991601](http://www.fwc.gov.au/alldocuments/PR991601.htm); substituted by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm) ppc 01Jan10; varied by [PR997997](http://www.fwc.gov.au/awardsandorders/html/PR997997.htm), [PR509123](http://www.fwc.gov.au/awardsandorders/html/PR509123.htm), [PR522954](http://www.fwc.gov.au/awardsandorders/html/PR522954.htm), [PR536757](http://www.fwc.gov.au/awardsandorders/html/PR536757.htm), [PR545787](http://www.fwc.gov.au/awardsandorders/html/PR545787.htm), [PR551680](http://www.fwc.gov.au/awardsandorders/html/PR551680.htm), [PR566771](https://www.fwc.gov.au/awardsandorders/html/PR566771.htm), [PR579878](https://www.fwc.gov.au/awardsandorders/html/PR579878.htm); deleted by [PR593867](http://www.fwc.gov.au/awardsandorders/html/pr593867.htm) ppc 01Jul17]

1. —Supported Wage System

[Varied by [PR991601](http://www.fwc.gov.au/alldocuments/PR991601.htm), [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/PR606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm)]

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

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

* 1. In this schedule:

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

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

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

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

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

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

Eligibility criteria

* + 1. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
		2. This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

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

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

[E.4.2 varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/PR606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. Provided that the minimum amount payable must be not less than $87 per week.
		2. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

* + 1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
		2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

[Varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm)]

[E.6.1 varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm) ppc 04Dec13]

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

[E.6.2 varied by [PR542212](http://www.fwc.gov.au/awardsandorders/html/PR542212.htm) ppc 04Dec13]

* + 1. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

* + 1. In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
		2. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[E.10.3 varied by [PR994425](http://www.fwc.gov.au/awardsandorders/html/PR994425.htm), [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/PR606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. The minimum amount payable to the employee during the trial period must be no less than $87 per week.
		2. Work trials should include induction or training as appropriate to the job being trialled.
		3. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.
1. —School-based Apprentices

[Sched F inserted by [PR544164](http://www.fwc.gov.au/awardsandorders/html/PR544164.htm) ppc 01Jan14]

* 1. This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
	2. A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
	3. The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
	4. For the purposes of F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
	5. A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
	6. For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
	7. The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
	8. School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
	9. The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency-based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
	10. If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
	11. School-based apprentices are entitled pro rata to all of the other conditions in this award.
1. —Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul16]

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

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_/\_\_\_/20\_\_\_

Signature of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

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| *[If the employee is under 18 years of age - include:]***I agree that:****if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed: \_\_\_/\_\_\_/20\_\_\_ |

1. —Agreement to Cash Out Annual Leave

[Sched G inserted by [PR582957](http://www.fwc.gov.au/awardsandorders/html/PR582957.htm) ppc 29Jul16]

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

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

|  |
| --- |
| *Include if the employee is under 18 years of age:*Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed: \_\_\_/\_\_\_/20\_\_\_ |

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

[Sched I inserted by [PR584070](http://www.fwc.gov.au/awardsandorders/html/PR584070.htm) ppc 22Aug16]

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

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ \_\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ \_\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_\_\_ hours and \_\_\_\_\_\_ minutes

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

Signature of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

1. —Additional Measures During the COVID-19 Pandemic

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

* 1. Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.
	2. During the operation of Schedule X, the following provisions apply:

Unpaid pandemic leave

* + - 1. Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks’ unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
			2. The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
			3. An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
			4. A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
			5. Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).

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

Annual leave at half pay

* + - 1. Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
			2. Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
			3. A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

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

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

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

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

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