

COMPARISON DOCUMENT—Fast Food Industry Award 2010 / Plain Language Exposure Draft—Fast Food Industry Award 20XX

Please note: this comparison document follows the sequence of the current award and contains plain language award-specific clauses. The Schedules and certain common and standard clauses have not been reproduced.

Current—Fast Food Industry Award 2010	Plain language exposure draft—Fast Food Industry Award 2020
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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Fast Food Industry Award 2010</i>.</p>	<p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This is the <i>Fast Food Industry Award 20XX</i>.</p>
<p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p>	<p><i>References to transitional arrangements removed – obsolete</i></p> <p>1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.</p> <p>1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>

<ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate. 	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p>	<p><i>References to transitional arrangements removed – obsolete</i></p> <p>2. Definitions</p> <p>In this award:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth).</p>

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

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

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

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

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

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

employee means national system employee within the meaning of the Act

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)

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

fast food industry means the industry of taking orders for and/or preparation and/or sale and/or delivery of:

- meals, snacks and/or beverages, which are sold to the public primarily to be consumed away from the point of sale;
- take away foods and beverages packaged, sold or served in such a manner as to allow their being taken from the point of sale to be consumed elsewhere should the customer so decide; and/or

adult employee means an employee who is 21 years of age or over.

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

employee means a national system employee as defined by section 13 of the Act. See also section 30C and 30M of the Act.

employer means a national system employer as defined by section 14 of the Act. See also section 30D and 30N of the Act.

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

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

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

fast food industry is defined in clause 4.2.

immediate family has the meaning given by section 12 of the Act.

junior employee means an employee who is under 21 years of age.

minimum hourly rate means the minimum hourly rate prescribed by clause 15—Minimum rates.

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

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

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

standard rate means the minimum hourly rate for a fast food employee level 2 in **Table 3—Minimum rates**.

<ul style="list-style-type: none"> • food and/or beverages in food courts and/or in shopping centres and/or in retail complexes, excluding coffee shops, cafes, bars and restaurants providing primarily a sit down service inside the catering establishment <p>Jobkeeper payment means a jobkeeper payment payable to an entity under section 14 of the <i>Coronavirus Economic Response Package (Payments and Benefits) Rules 2020</i></p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>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</p> <p>standard rate means the minimum weekly wage for a Fast Food Employee Level 2 in clause 17—Minimum weekly wages. Where an allowance is provided for on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred to above.</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p>State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p>Table 1—Facilitative provisions means the table in clause 7.2.</p> <p>Table 2—Entitlements to meal and rest break(s) means the table in clause 14.1.</p> <p>Table 3—Minimum rates means the table in clause 15.1.</p> <p>Table 4—Junior rates means the table in clause 15.2.</p> <p>Table 5—Overtime rates means the table in clause 20.6.</p> <p>Table 6—Penalty rates means the table in clause 21.2.</p> <p>Table 7—Period of notice means the table in clause 31.1.</p>
<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the fast food industry and their employees in the classifications listed in clause 17—Minimum weekly wages to the exclusion of any other modern award. The award does not cover employers in the following industries:</p> <ul style="list-style-type: none"> • the hospitality industry; or • the general retail industry. 	<p>4. Coverage</p> <p>4.1 This industry award covers, to the exclusion of any other modern award:</p> <ul style="list-style-type: none"> (a) employers in the fast food industry throughout Australia; and (b) employees (with a classification defined in clause 12.4) of employers mentioned in clause 4.1(a). <p>4.2 In this award fast food industry means the industry of taking orders for, preparing, selling or delivering any of the following:</p>

<p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.</p>	<p>(a) food or beverages sold primarily for consumption away from the point of sale; or</p> <p>(b) food or beverages packaged, sold or served in such a way as to allow them to be consumed away from the point of sale should the customer so decide; or</p> <p>(c) food or beverages sold or served in food courts, shopping centres or retail complexes, excluding coffee shops, cafes, bars and restaurants that primarily provide a sit-down service.</p> <p>4.3 This industry award also covers:</p> <p>(a) on-hire employees working in the fast food industry (with a classification defined in clause 12.4) and the on-hire employers of those employees; and</p> <p>(b) trainees employed by a group training employer and hosted by an employer covered by this award to work in the fast food industry (with a classification defined in clause 12.4) at a location where the employees mentioned in clause 4.1(b) also perform work and the group training employers of those trainees.</p> <p>4.4 However, this industry award does not cover any of the following:</p> <p>(a) employees excluded from award coverage by the Act; or</p> <p>NOTE: See section 143(7) of the Act.</p> <p>(b) employees covered by a modern enterprise award or an enterprise instrument; or</p> <p>(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or</p> <p>(d) employers of employees mentioned in clause 4.4(b) or 4.4(c); or</p> <p>(e) employers covered by any of the following awards:</p> <p>(i) the <i>Hospitality Industry (General) Award 2020</i>; or</p>
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	<p style="text-align: center;">(ii) the <i>General Retail Industry Award 2020</i>.</p> <p>4.5 If an employer is covered by more than one award, an employee of the employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and to the environment in which it is normally performed.</p> <p>NOTE: An employee working in the fast food industry who is not covered by this industry award may be covered by an award with occupational coverage.</p>
<p>5. Access to the award and the National Employment Standards</p> <p>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.</p> <p>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.2 The minimum conditions in the NES relate to the following matters:</p> <ul style="list-style-type: none"> (a) maximum weekly hours (Division 3); (b) requests for flexible working arrangements (Division 4); (c) parental leave and related entitlements (Division 5); (d) annual leave (Division 6); (e) personal/carer's leave, compassionate leave and unpaid family and domestic violence leave (Division 7); (f) community service leave (Division 8); (g) long service leave (Division 9); (h) public holidays (Division 10); (i) notice of termination and redundancy pay (Division 11); (j) Fair Work Information Statement (Division 12). <p>3.3 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>

	<p>3.4 The employer must ensure that copies of this award and of the NES are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.</p>																
<p>7. Individual flexibility arrangements <i>Provisions not reproduced – common clause</i></p>	<p>5. Individual flexibility arrangements <i>Provisions not reproduced – common clause</i></p>																
<p><i>Clause inserted – proposed new provision</i></p>	<p>7. Facilitative provisions</p> <p>7.1 A facilitative provision allows for the standard approach in an award provision to be changed by agreement between an employer and an individual employee at the workplace.</p> <p>7.2 The following clauses in this award contain facilitative provisions:</p> <p>Table 1—Facilitative provisions</p> <table border="1" data-bbox="1245 738 2112 1190"> <thead> <tr> <th>Clause</th> <th>Provision</th> </tr> </thead> <tbody> <tr> <td>10.5</td> <td>Variation to hours of part-time employment – rostered shift</td> </tr> <tr> <td>10.7</td> <td>Variation to hours of part-time employment – ongoing basis or for a specified period of time</td> </tr> <tr> <td>20.7</td> <td>Time off instead of payment for overtime</td> </tr> <tr> <td>22.4</td> <td>Annual leave in advance</td> </tr> <tr> <td>22.5</td> <td>Cashing out of annual leave</td> </tr> <tr> <td>23.2(c)</td> <td>Casual employees – carer’s leave and compassionate leave</td> </tr> <tr> <td>27.2</td> <td>Substitution of public holidays by agreement</td> </tr> </tbody> </table>	Clause	Provision	10.5	Variation to hours of part-time employment – rostered shift	10.7	Variation to hours of part-time employment – ongoing basis or for a specified period of time	20.7	Time off instead of payment for overtime	22.4	Annual leave in advance	22.5	Cashing out of annual leave	23.2(c)	Casual employees – carer’s leave and compassionate leave	27.2	Substitution of public holidays by agreement
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<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation about major workplace change <i>Provisions not reproduced – standard clause</i></p> <p>8A. Consultation about changes to rosters or hours of work</p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>28. Consultation about major workplace change <i>Provisions not reproduced – standard clause</i></p> <p>29. Consultation about changes to rosters or hours of work</p>																

<p><i>Provisions not reproduced – standard clause</i></p> <p>9. Dispute resolution</p> <p><i>Provisions not reproduced – standard clause</i></p>	<p><i>Provisions not reproduced – standard clause</i></p> <p>30. Dispute resolution</p> <p><i>Provisions not reproduced – standard clause</i></p>
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Employment categories</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> • full-time employees; • part-time employees; or • casual employees. <p>10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 An employee covered by this award must be one of the following:</p> <ul style="list-style-type: none"> (a) a full-time employee; or (b) a part-time employee; or (c) a casual employee. <p>8.2 At the time of engaging an employee, the employer must inform the employee of the terms of their engagement, including whether they are engaged as a full-time, part-time or casual employee.</p>
<p>11. Full-time employees</p> <p>A full-time employee is an employee who is engaged to work an average of 38 hours per week.</p>	<p>9. Full-time employees</p> <p>A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week over a period of no more than 4 weeks.</p> <p>NOTE: See clause 13—Ordinary hours of work and rostering for averaging terms.</p>
<p>12. Part-time employees</p> <p>12.1 A part-time employee is an employee who:</p> <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work. 	<p>10. Part-time employees</p> <p>10.1 A part-time employee is an employee who:</p> <ul style="list-style-type: none"> (a) works less than 38 ordinary hours per week; and (b) has reasonably predictable hours of work.

<p>12.2 At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:</p> <ul style="list-style-type: none"> (a) the number of hours worked each day; (b) which days of the week the employee will work; (c) the actual starting and finishing times of each day; (d) that any variation will be in writing, including by any electronic means of communication (for example, by text message); (e) that the daily engagement is a minimum of 3 consecutive hours; and (f) the times of taking and the duration of meal breaks. 	<p>10.3 At the time of engaging a part-time employee, the employer and the employee must agree in writing on a regular pattern of work. That agreement must include at least all of the following:</p> <ul style="list-style-type: none"> (a) the number of ordinary hours to be worked each day; and (b) the days of the week on which the employee will work; and (c) the times at which the employee will start and finish work each day; and (d) when meal breaks may be taken and their duration; and (e) that the daily engagement is a minimum of 3 consecutive hours; and (f) that any variation will be in writing, including by any electronic means of communication (for example, by text message).
<p>12.3 The employer and employee may agree to vary an agreement made under clause 12.2 in relation to a particular rostered shift provided that:</p> <ul style="list-style-type: none"> (a) any agreement to vary the regular pattern of work for a particular rostered shift must be recorded at or by the end of the affected shift; and (b) the employer must keep a copy of the agreed variation, in writing, including by any electronic means of communication and provide a copy to the employee, if requested to do so. <p>12.4 In the event that no record of an agreed variation to a particular rostered shift under clause 12.3 is kept by the employer the employee is to be paid at overtime rates for any hours worked in excess of their regular pattern of work.</p>	<p>10.5 The employer and the employee may agree to vary the regular pattern of work agreed to under clause 10.3 for a particular rostered shift provided that:</p> <ul style="list-style-type: none"> (a) the agreed variation is recorded in writing, including by electronic means of communication, at or by the end of the affected shift; and (b) the employer keeps a copy of the agreed variation and, if requested, gives a copy to the employee. <p>10.6 If no record of an agreed variation to a particular rostered shift under clause 10.5 is kept by the employer, then the employer must pay the employee at overtime rates for any hours worked in excess of the employee’s regular pattern of work.</p>
<p>12.5 The employer and employee may agree to vary an agreement made under clause 12.2, in respect of the regular pattern of work on an ongoing basis or for a specified period of time, provided that any such agreement is recorded in writing (including by any electronic means of communication) before the variation occurs.</p>	<p>10.7 The employer and employee may agree to vary the regular pattern of work agreed to under clause 10.3 on an ongoing basis or for a specified period of time, provided that:</p> <ul style="list-style-type: none"> (a) the agreed variation is recorded in writing, including by any electronic means of communication, before the variation occurs; and

			(b) the employer keeps a copy of the agreed variation and gives a copy to the employee.
12.6	The employer must keep a copy of any agreement made under clause 12.2 and any agreed variation made under clause 12.5 and provide a copy to the employee.	10.4	The employer must keep a copy of any agreement made under clause 10.3 and give a copy to the employee.
12.7	An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.	10.2	The minimum daily engagement for a part-time employee is 3 consecutive hours.
12.8	An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13—Casual employment.		<i>Moved to clause 11.2</i>
12.9	A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 or 12.5 will be overtime and paid for at the rates prescribed in clause 26—Overtime.	10.8	An employer must pay a part-time employee in accordance with clause 15—Minimum rates for each ordinary hour worked.
		10.9	All time worked in excess of the number of ordinary hours agreed under clause 10.3 or varied under clauses 10.5 or 10.7, is overtime and must be paid at the overtime rate in accordance with clause 20—Overtime.
13. Casual employment		11. Casual employees	
13.1	A casual employee is an employee engaged as such.	11.1	A casual employee is an employee engaged as such.
	<i>Moved from clause 12.8</i>	11.2	An employee who is not covered by clause 9—Full-time employees or clause 10—Part-time employees must be engaged and paid as a casual employee.
13.2	A casual will be paid both the ordinary hourly rate paid to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.	11.3	An employer must pay a casual employee for each ordinary hour worked: <ul style="list-style-type: none"> (a) the minimum hourly rate in clause 15—Minimum rates for the classification in which they are employed; plus (b) a loading of 25% of the minimum hourly rate.

	<p>NOTE 1: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the NES. See sections 86 to 93 of the Act.</p> <p>NOTE 2: Overtime and penalty rates applicable to casuals are set out in clauses 20—Overtime and 21—Penalty rates.</p>
<p>13.3 Casual employees will be paid at the termination of each engagement, or weekly or fortnightly in accordance with pay arrangements for full-time employees.</p>	<p>11.5 An employer must pay a casual employee at the end of each engagement, or weekly or fortnightly in accordance with pay arrangements for full-time employees.</p>
<p>13.4 The minimum daily engagement of a casual is three hours.</p>	<p>11.4 The minimum daily engagement for a casual employee is 3 consecutive hours.</p>
<p>13.5 Right to request casual conversion</p> <p>(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.</p> <p>(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.</p> <p>(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.</p> <p>(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.</p> <p>(e) Any request under this subclause must be in writing and provided to the employer.</p>	<p>11.6 Right to request casual conversion</p> <p>(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.</p> <p>(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.</p> <p>(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.</p> <p>(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.</p> <p>(e) Any request under clause 11.6 must be in writing and provided to the employer.</p>

<p>(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.</p> <p>(g) Reasonable grounds for refusal include that:</p> <p>(i) it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);</p> <p>(ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;</p> <p>(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or</p> <p>(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.</p> <p>(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.</p> <p>(i) Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.</p> <p>(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this</p>	<p>(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.</p> <p>(g) Reasonable grounds for refusal include that:</p> <p>(i) it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.6(b);</p> <p>(ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;</p> <p>(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or</p> <p>(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.</p> <p>(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.</p> <p>(i) Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made.</p> <p>(j) If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.</p>
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<p>clause, the employer and employee must discuss and record in writing:</p> <ul style="list-style-type: none"> (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.2. <p>(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.</p> <p>(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.</p> <p>(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.</p> <p>(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.</p> <p>(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.</p> <p>(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.</p> <p>(q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).</p>	<ul style="list-style-type: none"> (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.6, the employer and employee must discuss and record in writing: <ul style="list-style-type: none"> (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3. (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed. (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer. (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.6. (o) Nothing in clause 11.6 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert. (p) Nothing in clause 11.6 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment. (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.6 within the first 12 months of the employee’s first engagement to perform work. (r) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.6(q).
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14. Termination of employment

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

14.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct

Part 8—Termination of Employment and Redundancy

31. Termination of employment

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

31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.
- (b) An employee must give the employer notice of termination in accordance with **Table 7—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 7—Period of notice

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

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer, except that the employee does not have to give additional notice based on the age of the employee, if the employee is over 45 years and has completed at least 2 years’ continuous service.

- (c) In clause 31.1(b) **continuous service** has the same meaning as in section 117 of the Act.

<p>from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.</p> <p>(e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).</p> <p>(f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.</p> <p>14.2 Job search entitlement</p> <p>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.</p> <p>14.3 The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.</p>	<p>(d) If an employee who is at least 18 years old does not give the period of notice required under clause 31.1(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.</p> <p>(e) If the employer has agreed to a shorter period of notice than that required under clause 31.1(b), then no deduction can be made under clause 31.1(d).</p> <p>(f) Any deduction made under clause 31.1(d) must not be unreasonable in the circumstances.</p> <p>31.2 Job search entitlement</p> <p>(a) 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.</p> <p>(b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.</p>
<p>15. Redundancy</p> <p><i>Provisions not reproduced – standard clause</i></p>	<p>32. Redundancy</p> <p><i>Provisions not reproduced – standard clause</i></p>
<p>Part 4—Classifications and Wage Rates</p> <p>16. Classifications</p> <p>16.1 All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>16.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p>12. Classifications</p> <p>12.1 An employer must classify an employee covered by this award in accordance with clause 12.4.</p> <p>NOTE: The minimum rates applicable to the classifications in this award are in clause 15—Minimum rates.</p> <p>12.2 The classification by the employer must be based on the skill level that the employee is required to exercise in order to carry out the principal functions of the employment.</p> <p>12.3 Employers must notify employees in writing of their classification and of any change to it.</p>

	<p>12.4 [provision reproduced alongside Schedule B of the Current Award].</p>																												
<p>17. Minimum weekly wages</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Classifications</th> <th style="text-align: right;">Per week \$</th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td style="text-align: right;">813.60</td> </tr> <tr> <td>Level 2</td> <td style="text-align: right;">862.50</td> </tr> <tr> <td>Level 3—In charge of one or no persons</td> <td style="text-align: right;">875.80</td> </tr> <tr> <td>Level 3—In charge of two or more persons</td> <td style="text-align: right;">886.50</td> </tr> </tbody> </table>	Classifications	Per week \$	Level 1	813.60	Level 2	862.50	Level 3—In charge of one or no persons	875.80	Level 3—In charge of two or more persons	886.50	<p>Part 4—Wages and Allowances</p> <p>15. Minimum rates</p> <p>15.1 Adult rates</p> <p>An employer must pay an adult employee, as defined in clause 2—Definitions, the minimum hourly rate applicable to the employee’s classification for ordinary hours of work as follows:</p> <p>Table 3—Minimum rates</p> <table border="1"> <thead> <tr> <th style="text-align: left;">Employee classification</th> <th style="text-align: center;">Minimum weekly rate (full-time employee)</th> <th style="text-align: center;">Minimum hourly rate</th> </tr> <tr> <td></td> <th style="text-align: center;">\$</th> <th style="text-align: center;">\$</th> </tr> </thead> <tbody> <tr> <td>Fast food employee level 1</td> <td style="text-align: center;">813.60</td> <td style="text-align: center;">21.41</td> </tr> <tr> <td>Fast food employee level 2</td> <td style="text-align: center;">862.50</td> <td style="text-align: center;">22.70</td> </tr> <tr> <td>Fast food employee level 3— in charge of one or no person</td> <td style="text-align: center;">875.80</td> <td style="text-align: center;">23.05</td> </tr> <tr> <td>Fast food employee level 3— in charge of 2 or more people</td> <td style="text-align: center;">886.50</td> <td style="text-align: center;">23.33</td> </tr> </tbody> </table> <p>NOTE 1: Provisions for calculating rates for casual employees are at clause 11—Casual employees.</p> <p>NOTE 2: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including casual, overtime and penalty rates.</p>	Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate		\$	\$	Fast food employee level 1	813.60	21.41	Fast food employee level 2	862.50	22.70	Fast food employee level 3— in charge of one or no person	875.80	23.05	Fast food employee level 3— in charge of 2 or more people	886.50	23.33
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<p>18. Junior rates</p> <p>Junior employees will be paid the following percentage of the appropriate wage rate in clause 17—Minimum weekly wages:</p>	<p>15.2 Junior rates</p> <p>An employer must pay a junior employee, as defined in clause 2—Definitions, the minimum percentage of the adult rate applicable to the</p>																												

<table border="0"> <thead> <tr> <th style="text-align: left;">Age</th> <th style="text-align: left;">% of weekly wage</th> </tr> </thead> <tbody> <tr> <td>Under 16 years of age</td> <td>40</td> </tr> <tr> <td>16 years of age</td> <td>50</td> </tr> <tr> <td>17 years of age</td> <td>60</td> </tr> <tr> <td>18 years of age</td> <td>70</td> </tr> <tr> <td>19 years of age</td> <td>80</td> </tr> <tr> <td>20 years of age</td> <td>90</td> </tr> </tbody> </table>	Age	% of weekly wage	Under 16 years of age	40	16 years of age	50	17 years of age	60	18 years of age	70	19 years of age	80	20 years of age	90	<p>employee’s classification in clause 15.1 for ordinary hours of work as follows:</p> <p>Table 4—Junior rates</p> <table border="1"> <thead> <tr> <th style="text-align: left;">Age</th> <th style="text-align: left;">% of applicable adult rate</th> </tr> </thead> <tbody> <tr> <td>15 years of age and under</td> <td>40</td> </tr> <tr> <td>16 years of age</td> <td>50</td> </tr> <tr> <td>17 years of age</td> <td>60</td> </tr> <tr> <td>18 years of age</td> <td>70</td> </tr> <tr> <td>19 years or</td> <td>80</td> </tr> <tr> <td>20 years of age</td> <td>90</td> </tr> </tbody> </table> <p>NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay for junior employees including casual, overtime and penalty rates.</p>	Age	% of applicable adult rate	15 years of age and under	40	16 years of age	50	17 years of age	60	18 years of age	70	19 years or	80	20 years of age	90
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<p>19. Allowances</p>	<p>17. Allowances</p>																												
<p>To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.</p>	<p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>																												
	<p>17.1 Employees are entitled to monetary allowances of the specified kinds in the specified circumstances set out in clause 17.</p> <p>NOTE: Schedule B—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.</p>																												
<p>19.1 Meal allowance</p> <p>(a) An employee required to work more than one hour of overtime after the employee’s ordinary time of ending work, without being given 24 hours’ notice, will be either provided with a meal or paid a meal allowance of \$13.32. Where such overtime work exceeds four hours a further meal allowance of \$12.03 will be paid.</p>	<p>17.4 Meal allowance</p> <p>(a) An employer must either pay an employee a meal allowance of \$13.32 or supply the employee with a meal if all of the following apply:</p>																												

<p>(b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.</p>	<p>(i) the employee is required to work overtime of more than one hour on any day after the time at which the employee ordinarily finishes work for the day; and</p> <p>(ii) the employee was not given at least 24 hours' notice of that overtime requirement; and</p> <p>(iii) the employee cannot reasonably return home for a meal in their meal break.</p> <p>(b) If the overtime mentioned in clause 17.4(a) is more than 4 hours, then the employer must pay the employee a further meal allowance of \$12.03.</p>
<p>19.2 Special clothing</p> <p>(a) Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing, the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p> <p>(b) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid the following applicable allowance:</p> <p>(i) For a full-time employee—\$6.25 per week;</p> <p>(ii) For a part-time or casual employee—\$1.25 per shift.</p>	<p>17.5 Special clothing allowance</p> <p>(a) If an employer requires an employee to wear any article of clothing, such as a uniform, dress, protective or other clothing, (special clothing), then the employer must:</p> <p>(i) supply the special clothing to the employee; or</p> <p>(ii) pay for the special clothing; or</p> <p>(iii) reimburse the employee the costs of purchasing the special clothing and of replacing it as necessary because of normal wear and tear.</p> <p>(b) If the employee is responsible for laundering their special clothing, then the employer must pay the employee an allowance of:</p> <p>(i) \$6.25 per week for a full-time employee; or</p> <p>(ii) \$1.25 per shift for a part-time or casual employee.</p>
<p>19.3 Excess travelling costs</p> <p>Where an employee is required by their employer to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.</p>	<p>17.9 Excess travelling costs</p> <p>If an employer requires an employee to move from one branch or shop to another for a period of up to 3 weeks, then the employer must reimburse the</p>

	employee any additional travel costs they incur in travelling to and from those branches and shops.
<p>19.4 Travelling time reimbursement</p> <p>(a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and return thereto.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and public holidays when it will be time and a half.</p>	<p>17.6 Travelling time reimbursement</p> <p>(a) If an employer requires an employee to work on any day at a place other than their usual place of work, then the employer must:</p> <p>(i) pay the employee for any extra time reasonably spent travelling to and from work, in excess of their normal travel times, as calculated under clause 17.6(b) at the rates set in clause 17.6(c) and</p> <p>(ii) reimburse the employee for any additional costs incurred in travelling to and from the other place of work.</p> <p>(b) The employer must pay the amounts in clause 17.6(c) for the extra time the employee spends travelling:</p> <p>(i) both ways between the employee’s residence and the other place of work; or</p> <p>(ii) if the employer provides transport from a pick-up point, both ways between the employee’s residence and that pick-up point.</p> <p>(c) The employer must pay the employee for the travelling time calculated under clause 17.6(b):</p> <p>(i) on Monday to Saturday, at their minimum hourly rate of pay; or</p> <p>(ii) on Sunday or a public holiday, at 150% of their minimum hourly rate of pay.</p>
<p>19.5 Transfer of employee reimbursement</p> <p>Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and their family.</p>	<p>17.10 Moving expenses</p> <p>(a) Clause 17.10 applies if an employer transfers an employee from one township to another.</p> <p>(b) The employer must pay the total cost (including fares and other transport charges) of moving the employee and any members of the</p>

	employee's immediate family, as defined in clause 2—Definitions, who reside in the employee's household.
<p>19.6 Transport allowance</p> <p>(a) Other than as provided in clause 19.6(b), where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</p> <p>(b) Where an employee is engaged primarily to perform delivery duties of the employer's products to customers using their own motor vehicle, such employee will be paid an allowance of \$0.41 per kilometre.</p>	<p>17.8 Motor vehicle allowance</p> <p>If an employer requires an employee to use their own motor vehicle in performing their duties, then the employer must pay the employee an allowance for each kilometre travelled in performing their duties as follows:</p> <p>(a) \$0.41 per kilometre if the employee is engaged primarily to deliver the employer's products to customers using their own motor vehicle; or</p> <p>(b) \$0.78 per kilometre in any other case.</p>
<p>19.7 Transport of employee reimbursement</p> <p>(a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.</p> <p>(b) Provided always that an employee may elect to provide their own transport.</p>	<p>17.7 Transport of employee reimbursement</p> <p>(a) An employer must reimburse an employee's travel costs as calculated under clause 17.7(b) if all of the following apply:</p> <p>(i) the employee starts or finishes work on any day after 10.00 pm or before 7.00 am; and</p> <p>(ii) the employee's regular means of transport is not available; and</p> <p>(iii) the employee is unable to arrange their own alternative transport; and</p> <p>(iv) the employer does not provide or arrange transport for the employee, at no cost to the employee.</p> <p>(b) The employer must reimburse the employee for any cost they reasonably incur in taking a commercial passenger vehicle:</p> <p>(i) from their usual place of residence to their place of work; or</p> <p>(ii) from their place of work to their usual place of residence, whichever is applicable.</p> <p>(c) Nothing in clause 17.7 prevents an employee choosing to provide their own transport.</p>

<p>19.8 Cold work disability allowance</p> <p>(a) Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid an allowance per hour, while so employed, of 1.3% of the standard rate.</p> <p>(b) An employee required to work in a cold chamber where the temperature is below 0°C will in addition to the allowance in clause 19.8(a) also be paid an additional allowance per hour, while so employed, of 2% of the standard rate.</p>	<p>17.3 Cold work allowance</p> <p>If an employee is principally employed on any day to enter cold chambers or to stock or refill refrigerated storages such as dairy cases or freezer cabinets, then:</p> <p>(a) the employer must pay the employee an allowance of \$0.30 per hour while so employed; and</p> <p>(b) if the temperature in a cold chamber in which the employee is required to work is below 0°C, then the employer must pay the employee an additional allowance of \$0.45 per hour while so employed—that is, the employer must pay the employee a total allowance of \$0.75 per hour.</p>						
<p>19.9 Broken Hill</p> <p>An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p>	<p>17.2 Broken Hill allowance</p> <p>An employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of \$36.92 per week. This allowance is in addition to all other payments.</p>						
<p>19.10 Adjustment of expense related allowances</p> <p>At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>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:</p> <table border="0" data-bbox="224 1212 1008 1428"> <thead> <tr> <th style="text-align: left;">Allowance</th> <th style="text-align: left;">Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Special clothing</td> <td>Clothing and footwear group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Special clothing	Clothing and footwear group	<p><i>Moved to Schedule B—Summary of Monetary Allowances—clause B.2.2</i></p>
Allowance	Applicable Consumer Price Index figure						
Meal allowance	Take away and fast foods sub-group						
Special clothing	Clothing and footwear group						

Transport allowance	Private motoring sub-group
<p>20. Accident pay</p> <p>An employee in receipt of weekly payments under the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from the employer subject to the following conditions and limitations:</p>	<p>18. Accident pay</p> <p>18.1 Clause 18 applies to an employee who is receiving weekly workers' compensation payments for an injury suffered by the employee.</p>
<p>20.1 Definitions</p> <p>(a) Accident pay means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation the employee is entitled to receive pursuant to the applicable workers' compensation legislation and the employee's weekly wage payable under this Award for the classification of work if the employee had been performing their normal duties (not including over award payments, shift loadings, overtime, attendance bonus payments, special rates, fares and travelling allowance or other similar payments).</p> <p>(b) Injury will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.</p>	<p>18.2 In clause 18:</p> <p>(a) accident pay means a weekly payment made by an employer to an employee of an amount that is equal to the difference between:</p> <ul style="list-style-type: none"> (i) the weekly amount the employee is entitled to receive under the applicable workers' compensation legislation; and (ii) the weekly rate of pay the employee would have received had they been performing their normal duties within their classification level including, for a casual employee, the casual loading prescribed by clause 11.3(b) but, in any case, not including any excluded payments. <p>(b) excluded payments means any of the following:</p> <ul style="list-style-type: none"> (i) over award payments; or (ii) shift loadings; or (iii) overtime; or (iv) attendance bonus payments; or (v) special rates; or (vi) fares and travelling allowances; or (vii) other similar payments. <p>(c) injury has the same meaning as in the applicable workers' compensation legislation.</p>

<p>20.2 Entitlement to accident pay</p> <p>(a) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation. The maximum period of accident pay is 26 weeks.</p> <p>(b) Accident pay shall not apply:</p> <p>(i) In respect of an injury during the first seven consecutive days (including non-working days) of incapacity.</p> <p>(ii) To any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.</p>	<p>18.3 Entitlement to the payment</p> <p>(a) The employer must pay accident pay to the employee for up to 26 weeks if an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation</p> <p>(b) An employee is not entitled to accident pay in respect of:</p> <p>(i) an injury during the first 7 consecutive days (including non-working days) of incapacity; or</p> <p>(ii) any incapacity occurring during the first 2 weeks of employment unless the incapacity continues beyond the first 2 weeks.</p> <p>(c) <i>[provision reproduced alongside cl. 20.4 of the Current Award]</i></p> <p>(d) <i>[provision reproduced alongside cl. 20.3(b) of the Current Award]</i></p>
<p>20.3 Calculation of the period</p> <p>(a) The 26 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.</p>	<p>18.4 Calculation of the period</p> <p>(a) The 26 week period begins from the first day of incapacity for work, whether that day is the date of injury or a subsequent day.</p> <p>(b) If the employee is absent from work on more than one occasion because of the injury, the absences are to be treated as cumulative in working out the 26 week period.</p>
<p>(b) The entitlement to accident pay continues on termination of an employee's employment where such termination:</p> <p>(i) is by the employer other than for reasons of the employee's serious and/or wilful misconduct; or</p> <p>(ii) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement will be referred to the Fair Work Commission to determine.</p>	<p>18.3 Entitlement to the payment</p> <p>(a) <i>[provision reproduced alongside cl 20.2 of the Current Award]</i></p> <p>(b) <i>[provision reproduced alongside cl 20.2 of the Current Award]</i></p> <p>(c) <i>[provision reproduced alongside cl. 20.4 of the Current Award]</i></p> <p>(d) The entitlement of an employee to accident pay continues on termination of the employee's employment where the termination is:</p>

	<ul style="list-style-type: none"> (i) by the employer other than for reasons of the employee's serious or wilful misconduct; or (ii) because of the employer's bankruptcy or the liquidation of the employer's business. <p>NOTE: The Fair Work Commission may determine the entitlement of an employee to accident pay in the circumstances mentioned in clause 18.3(d).</p>
(c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.	<p>18.5 Calculation of the amount</p> <ul style="list-style-type: none"> (a) If accident pay is paid for a period of less than one week, then the amount is calculated on a pro-rata basis. (b) <i>[provision reproduced alongside cl 20.8 of the Current Award]</i>
<p>20.4 When not entitled to payment</p> <p>An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.</p>	<p>18.3 Entitlement to the payment</p> <ul style="list-style-type: none"> (a) <i>[provision reproduced alongside cl 20.2 of the Current Award]</i> (b) <i>[provision reproduced alongside cl 20.2 of the Current Award]</i> (c) An employee is not entitled to accident pay in respect of any period of paid annual leave or long service leave, or for any paid public holiday. (d) <i>[provision reproduced alongside cl. 20.3(b) of the Current Award]</i>
<p>20.5 Return to work</p> <p>If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.</p>	<p>18.6 Return to work</p> <p>If an employee, who is entitled to accident pay, returns to work on reduced hours or modified duties, then the amount of accident pay to which the employee is entitled must be reduced by any amounts paid for performing that work.</p>
<p>20.6 Redemptions</p> <p>In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the</p>	<p>18.7 Lump sum payments</p> <p>If an employee receives a lump sum payment instead of weekly payments under the applicable workers' compensation legislation in respect of the</p>

liability of the employer to pay accident pay will cease from the date the employee receives that payment.	injury, the employee's entitlement to accident pay ends from the date of receipt of that payment.
<p>20.7 Damages independent of the Acts</p> <p>Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.</p>	<p>18.8 Independent recovery of damages</p> <p>If an employee recovers damages from the employer or a third party in respect of the injury independently of the applicable workers' compensation legislation, then the employee:</p> <ul style="list-style-type: none"> (a) is liable to repay to the employer the amount of accident pay that the employer has paid to the employee under clause 18; and (b) is not entitled to any further accident pay in respect of the injury.
<p>20.8 Casual employees</p> <p>For a casual employee, the weekly payment referred to in clause 20.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings, overtime, attendance bonus payments, special rates, fares and travelling allowance or other similar payments.</p>	<p>18.5 Calculation of the amount</p> <ul style="list-style-type: none"> (a) <i>[provision reproduced alongside cl 20.3(c) of the Current Award]</i> (b) For a casual employee, the amount of accident pay is calculated using either: <ul style="list-style-type: none"> (i) the employee's average weekly ordinary hours with the employer over the previous 12 months; or (ii) if the employee has been employed for less than 12 months by the employer, the employee's average weekly
<p>21. Superannuation</p> <p><i>Provisions not reproduced – common clause</i></p>	<p>19. Superannuation</p> <p><i>Provisions not reproduced – common clause</i></p>
<p>22. Payment of wages</p> <p>22.1 Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight or may be averaged over a period of a fortnight.</p>	<p>16. Payment of wages</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>

	<p>16.1 The employer may determine the pay period of an employee as being either weekly or fortnightly.</p> <p>16.2 Wages must be paid for a pay period according to the actual hours worked by the employee in the period or they may be averaged over a fortnight.</p>
<p>22.2 Payment on termination of employment</p> <p>(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:</p> <p>(i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and</p> <p>(ii) all other amounts that are due to the employee under this award and the NES.</p> <p>(b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p> <p>Note 1: Section 117(2) of the Act 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.</p> <p>Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, 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.</p>	<p>16.3 Payment on termination of employment</p> <p>(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:</p> <p>(i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and</p> <p>(ii) all other amounts that are due to the employee under this award and the NES.</p> <p>(b) The requirement to pay wages and other amounts under clause 16.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p> <p>NOTE 1: Section 117(2) of the Act 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.</p> <p>NOTE 2: Clause 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the Act, 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.</p>
<p>23. Supported wage</p>	<p>15.3 Supported wage system</p>

See Schedule C	For employees who, because of the effects of a disability, are eligible for a supported wage, see Schedule C—Supported Wage System.
<p>24. National training wage</p> <p>24.1 Schedule E to the <i>Miscellaneous Award 2020</i> sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p>24.2 This award incorporates the terms of Schedule E to the <i>Miscellaneous Award 2020</i> as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the <i>Miscellaneous Award 2020</i> is to be read as referring to the <i>Fast Food Industry Award 2010</i> and not the <i>Miscellaneous Award 2020</i>.</p>	<p>15.4 National training wage</p> <p>(a) Schedule E to the <i>Miscellaneous Award 2020</i> sets out minimum rates and conditions for employees undertaking traineeships.</p> <p>(b) This award incorporates the terms of Schedule E to the <i>Miscellaneous Award 2020</i> as at 1 July 2019. For that purpose, any reference to “this award” in Schedule E to the <i>Miscellaneous Award 2020</i> is to be read as referring to the <i>Fast Food Industry Award 20XX</i> and not to the <i>Miscellaneous Award 2020</i>.</p>
Part 5—Ordinary Hours of Work	Part 3—Hours of Work
25. Hours of work	13. Ordinary hours of work and rostering
25.1 This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.	13.7 Clause 13 does not operate to limit or increase or in any way alter the trading hours of any employer as determined by any relevant State or Territory legislation.
<p>25.2 Ordinary hours</p> <p>(a) The ordinary hours of work are an average of 38 per week over a period of no more than four weeks.</p> <p>(b) Hours of work on any day will be continuous, except for rest pauses and meal breaks.</p>	<p>13.1 The ordinary hours of work for a full-time employee are an average of 38 ordinary hours per week over a period of no more than 4 weeks. See clause 9—Full-time employees.</p> <p>13.5 Ordinary hours of work on any day are continuous, except for rest breaks and meal breaks, as specified in clause 14—Breaks.</p>
<p>25.3 Maximum hours on a day</p> <p>An employee may be rostered to work up to a maximum of 11 ordinary hours on any day.</p>	13.4 The maximum number of ordinary hours that can be worked on any day is 11 hours.
<p>25.4 38 hour week rosters</p> <p>A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms:</p>	<p>13.2 An employer must roster a full-time employee in accordance with one of the following options:</p> <p>(a) working 38 hours per week; or</p>

<ul style="list-style-type: none"> (a) 38 hours in one week; (b) 76 hours in two consecutive weeks; (c) 114 hours in three consecutive weeks; or (d) 152 hours in four consecutive weeks. 	<ul style="list-style-type: none"> (b) working 76 hours over 2 consecutive weeks; or (c) working 114 hours over 3 consecutive weeks; or (d) working 152 hours over 4 consecutive weeks. 																					
<p><i>Clauses inserted – proposed new provisions</i></p>	<p>13.3 The ordinary hours of work for a part-time employee are as agreed under clause 10—Part-time employees.</p>																					
<p>25.5 Penalty rates</p> <ul style="list-style-type: none"> (a) Evening work Monday to Friday <ul style="list-style-type: none"> (i) A loading of 10% will apply for ordinary hours of work within the span of hours between 10.00 pm and midnight, and for casual employees this loading will apply in addition to their 25% casual loading. (ii) A loading of 15% will apply for ordinary hours of work between midnight and 6.00 am, and for casual employees this loading will apply in addition to their 25% casual loading. (b) Saturday work <ul style="list-style-type: none"> (i) A 25% loading will apply for all hours of work on a Saturday for full-time and part-time employees. (ii) A 50% loading will apply for all hours of work on a Saturday for casual employees, inclusive of the casual loading. (c) Sunday work— Level 1 employees <ul style="list-style-type: none"> (i) From 1 July 2017 to 30 June 2018 A 45% loading will apply for all hours of work on a Sunday for full-time and part-time Level 1 employees. A 70% loading will apply for all hours of work on a Sunday for casual Level 1 employees (inclusive of the casual loading). 	<p>21. Penalty rates</p> <p>21.1 An employer must pay penalty rates to an employee who works ordinary hours as follows:</p> <p>Table 6—Penalty rates</p> <table border="1" data-bbox="1249 695 2101 1441"> <thead> <tr> <th>For ordinary hours worked:</th> <th>Full-time and part-time employees % of minimum hourly rate</th> <th>Casual employees % of minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td>Monday to Friday—10.00 pm to midnight</td> <td>110</td> <td>135</td> </tr> <tr> <td>Monday to Friday—midnight to 6.00 am</td> <td>115</td> <td>140</td> </tr> <tr> <td>Saturday—all ordinary hours</td> <td>125</td> <td>150</td> </tr> <tr> <td>Sunday (Level 1 employees)—all ordinary hours</td> <td>125</td> <td>150</td> </tr> <tr> <td>Sunday (Level 2 and 3 employees)—all ordinary hours</td> <td>150</td> <td>175</td> </tr> <tr> <td>Public holiday—all ordinary hours</td> <td>225</td> <td>250</td> </tr> </tbody> </table>	For ordinary hours worked:	Full-time and part-time employees % of minimum hourly rate	Casual employees % of minimum hourly rate	Monday to Friday—10.00 pm to midnight	110	135	Monday to Friday—midnight to 6.00 am	115	140	Saturday—all ordinary hours	125	150	Sunday (Level 1 employees)—all ordinary hours	125	150	Sunday (Level 2 and 3 employees)—all ordinary hours	150	175	Public holiday—all ordinary hours	225	250
For ordinary hours worked:	Full-time and part-time employees % of minimum hourly rate	Casual employees % of minimum hourly rate																				
Monday to Friday—10.00 pm to midnight	110	135																				
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Sunday (Level 1 employees)—all ordinary hours	125	150																				
Sunday (Level 2 and 3 employees)—all ordinary hours	150	175																				
Public holiday—all ordinary hours	225	250																				

<p>(ii) From 1 July 2018 to 30 June 2019</p> <p>A 35% loading will apply for all hours of work on a Sunday for full-time and part-time Level 1 employees. A 60% loading will apply for all hours of work on a Sunday for casual Level 1 employees (inclusive of the casual loading).</p> <p>(iii) From 1 July 2019</p> <p>A 25% loading will apply for all hours of work on a Sunday for full-time and part-time Level 1 employees. A 50% loading will apply for all hours of work on a Sunday for casual Level 1 employees (inclusive of the casual loading).</p> <p>(d) Sunday work – Level 2 and 3 employees</p> <p>A 50% loading will apply for all hours of work on a Sunday for full-time and part-time Level 2 or 3 employees. A 75% loading will apply for all hours of work on a Sunday for casual Level 2 or 3 employees (inclusive of the casual loading).</p>	<p>NOTE 1: The penalty rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.3(b) to the penalty rates for full-time and part-time employees prescribed by clause 21.1.</p> <p>NOTE 2: Schedule A—Summary of Hourly Rates of Pay sets out the hourly penalty rate for all employee classifications.</p>						
<p>26. Overtime</p>	<p>Part 5—Overtime and Penalty Rates</p> <p>20. Overtime</p>						
<p>26.1 Rate of overtime</p> <p>(a) The rate of overtime for full time and part-time employees shall be time and a half for the first two hours on any one day and at the rate of double time thereafter, except on a Sunday which shall be paid for at the rate of double time and on a Public Holiday which shall be paid for at the rate of double time and a half.</p> <p>(b) The rate of overtime for casual employees shall be 175% of the ordinary hourly rate of pay for the first two hours on any one day and 225% of the ordinary hourly rate of pay thereafter, except on a Sunday which shall be 225% of the ordinary hourly rate of pay and 275% on a Public Holiday (inclusive of the casual loading).</p>	<p>20.6 Overtime rates</p> <p>An employer must pay an employee for overtime worked as set out in clauses 20.2, 20.3 and 20.4 at the following rates:</p> <p>Table 5—Overtime rates</p> <table border="1" data-bbox="1245 1150 2069 1406"> <thead> <tr> <th>For overtime worked on</th> <th>Full-time and part-time employees % of minimum hourly rate</th> <th>Casual employees % of minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td>Monday to Saturday— first 2 hours</td> <td>150</td> <td>175</td> </tr> </tbody> </table>	For overtime worked on	Full-time and part-time employees % of minimum hourly rate	Casual employees % of minimum hourly rate	Monday to Saturday— first 2 hours	150	175
For overtime worked on	Full-time and part-time employees % of minimum hourly rate	Casual employees % of minimum hourly rate					
Monday to Saturday— first 2 hours	150	175					

	<table border="1" data-bbox="1245 121 2069 379"> <tr> <td>Monday to Saturday—after 2 hours</td> <td>200</td> <td>225</td> </tr> <tr> <td>Sunday—all overtime hours</td> <td>200</td> <td>225</td> </tr> <tr> <td>Public holiday—all overtime hours</td> <td>250</td> <td>275</td> </tr> </table> <p data-bbox="1245 408 2141 507">NOTE 1: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.3(b) to the overtime rates for full-time and part-time employees prescribed by clause 20.6.</p> <p data-bbox="1245 536 2141 603">NOTE 2: Schedule A—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications.</p>	Monday to Saturday—after 2 hours	200	225	Sunday—all overtime hours	200	225	Public holiday—all overtime hours	250	275
Monday to Saturday—after 2 hours	200	225								
Sunday—all overtime hours	200	225								
Public holiday—all overtime hours	250	275								
<p data-bbox="94 639 1115 707">26.2 A full-time or part-time employee shall be paid overtime for all work as follows:</p> <p data-bbox="219 735 1115 1418"> (a) in excess of: <ul style="list-style-type: none"> <li data-bbox="295 796 1115 863">(i) 38 hours per week or an average of 38 hours per week averaged over a four week period; or <li data-bbox="295 892 1115 991">(ii) five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or <li data-bbox="295 1019 1115 1054">(iii) eleven hours on any one day; or (b) before an employee’s rostered commencing time on any one day; or (c) after an employee’s rostered ceasing time on any one day; or (d) outside the ordinary hours of work; or (e) hours worked by part-time employees in excess of: <ul style="list-style-type: none"> <li data-bbox="295 1323 1115 1358">(i) the agreed hours in clause 12.2; or <li data-bbox="295 1386 1115 1422">(ii) the agreed hours as varied under clause 12.3 or 12.5; or </p>	<p data-bbox="1128 639 2141 675">20.2 Payment of overtime for full-time employees</p> <p data-bbox="1245 703 2141 770">An employer must pay a full-time employee at the overtime rate in clause 20.6 for any hours worked:</p> <p data-bbox="1245 799 2141 1259"> (a) in excess of: <ul style="list-style-type: none"> <li data-bbox="1321 860 2141 927">(i) 38 ordinary hours per week or an average of 38 ordinary hours per week averaged over a 4 week period; or <li data-bbox="1321 956 2141 1023">(ii) 5 days in one week (or 6 days in one week if, in the following week, ordinary hours are worked on not more than 4 days); or <li data-bbox="1321 1051 2141 1086">(iii) 11 ordinary hours on any one day; or (b) before the employee’s rostered start time on any one day, or (c) after the employee’s rostered finish time on any one day; or (d) outside the ordinary hours of work. </p> <p data-bbox="1128 1287 2141 1323">20.3 Payment of overtime for part-time employees</p> <p data-bbox="1245 1351 2141 1418">An employer must pay a part-time employee at the overtime rate in clause 20.6 for any hours worked as follows:</p>									

<p>(f) any hours worked by a part-time employee in excess of their regular pattern of work in circumstances where there is no written record of an agreed variation to a particular rostered shift.</p>	<p>(a) in excess of:</p> <ul style="list-style-type: none"> (i) 38 ordinary hours per week or an average of 38 ordinary hours per week averaged over a 4 week period; (ii) 5 days in one week (or 6 days in one week if, in the following week, ordinary hours are worked on not more than 4 days); or (iii) 11 ordinary hours on any one day; or (iv) the agreed hours in clause 10.3; or (v) the agreed hours as varied under clauses 10.5 or 10.7; or (vi) their regular pattern of work in circumstances where there is no written record of an agreed variation to a particular rostered shift; or <p>(b) before the employee’s rostered start time on any one day, or</p> <p>(c) after the employee’s rostered finish time, on any one day; or</p> <p>(d) outside the ordinary hours of work.</p>
<p>26.3 A casual employee shall be paid overtime for all work in excess of:</p> <ul style="list-style-type: none"> (a) 38 hours per week or, where the casual employee works in accordance with a roster, in excess of 38 hours per week averaged over the course of the roster cycle; or (b) eleven hours on any one day. 	<p>20.4 Payment of overtime for casual employees</p> <p>An employer must pay a casual employee at the overtime rate in clause 20.6 for any hours worked in excess of:</p> <ul style="list-style-type: none"> (a) 38 ordinary hours per week or, where the employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle; or (b) 11 ordinary hours on any one day.
<p>26.4 Where an employee works overtime on a Sunday and that work is not immediately preceding or immediately following ordinary hours, then that employee must be paid double time with a minimum payment of four hours at such rate. The rate for a casual employee shall be 225% of the ordinary hourly rate of pay (inclusive of the casual loading).</p>	<p>20.5 Minimum payment on a Sunday</p> <p>If an employee works overtime on a Sunday and the overtime is not immediately before or after ordinary hours, then the employer must pay the employee at the overtime rate in clause 20.6 for a minimum of 4 hours, even if the employee is required to work for a shorter time.</p>

	<p>NOTE: This entitlement does not apply if the overtime is worked immediately before, or immediately after, a roster of ordinary hours.</p>
<p>26.5 Time off instead of payment for overtime</p> <p>(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.</p> <p>(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.</p> <p>EXAMPLE: By making an agreement under clause 26.5 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.</p> <p>(c) Time off must be taken:</p> <p>(i) within the period of 6 months after the overtime is worked; and</p> <p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.5 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.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), 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.</p> <p>(f) 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.</p>	<p>20.7 Time off instead of payment for overtime</p> <p>(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.</p> <p>(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.</p> <p>EXAMPLE: By making an agreement under clause 20.7 an employee who worked 2 overtime hours at 150% of the minimum hourly rate is entitled to 3 hours' time off.</p> <p>(c) Time off must be taken:</p> <p>(i) within the period of 6 months after the overtime is worked; and</p> <p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 20.7(c), 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.</p> <p>(f) 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.</p>

<p>(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 26.5 will apply for overtime that has been worked.</p> <p>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).</p> <p>(h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 26.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.5.</p>	<p>(g) 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 20.7 will apply to the overtime.</p> <p>NOTE: Clause 6—Requests for flexible working arrangements contains additional provisions to section 65 of the Act relating to requests for flexible working arrangements. 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).</p> <p>(h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 20.7 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>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 20.7.</p>																		
<p>26.6 Reasonable overtime</p> <p><i>Provisions not reproduced – common clause</i></p>	<p>20.1 Reasonable overtime</p> <p><i>Provisions not reproduced – common clause</i></p>																		
<p>27. Breaks</p> <p>27.1 Breaks during work periods</p> <p>(a) Breaks will be given as follows:</p> <table border="1" data-bbox="291 1165 963 1372"> <thead> <tr> <th>Hours worked</th> <th>Rest break</th> <th>Meal break</th> </tr> </thead> <tbody> <tr> <td>Less than 4 hours</td> <td>No rest break</td> <td>No meal break</td> </tr> <tr> <td>4 hours but less than 5 hours</td> <td>One 10 minute rest break</td> <td>No meal break</td> </tr> </tbody> </table>	Hours worked	Rest break	Meal break	Less than 4 hours	No rest break	No meal break	4 hours but less than 5 hours	One 10 minute rest break	No meal break	<p>14. Breaks</p> <p>14.1 Employees are entitled to rest and meal breaks in the following circumstances:</p> <p>Table 2—Entitlements to rest and meal breaks</p> <table border="1" data-bbox="1232 1197 2105 1404"> <thead> <tr> <th>Hours worked per shift</th> <th>Rest breaks</th> <th>Meal breaks</th> </tr> </thead> <tbody> <tr> <td>Less than 4 hours</td> <td>No rest break</td> <td>No meal break</td> </tr> <tr> <td>4 hours or more but less than 5 hours</td> <td>One 10 minute paid rest break</td> <td>No meal break</td> </tr> </tbody> </table>	Hours worked per shift	Rest breaks	Meal breaks	Less than 4 hours	No rest break	No meal break	4 hours or more but less than 5 hours	One 10 minute paid rest break	No meal break
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<p>5 hours but less than 9 hours</p> <p>One 10 minute rest break</p> <p>One meal break of at least 30 minutes but not more than 60 minutes</p> <p>9 hours or more</p> <p>One or two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours, two rest breaks will be given unless a second meal break is provided</p> <p>(b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.</p> <p>(c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing work. An employee cannot be required to take a rest break(s) combined with a meal break.</p> <p>(d) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to any agreement reached under clause 12.2 regarding a part-time employee’s regular pattern of work. An agreed variation pursuant to clause 12.3 or 12.5 may include a variation to the time of taking rest and meal breaks.</p> <p>(e) Rest breaks are paid breaks and meal breaks are unpaid breaks.</p> <p>(f) An employee cannot work more than five hours without a meal break.</p>	<table border="1"> <tr> <td data-bbox="1249 124 1509 276">5 hours or more but less than 9 hours</td> <td data-bbox="1512 124 1812 276">One 10 minute paid rest break</td> <td data-bbox="1814 124 2114 276">One unpaid meal break of at least 30 minutes but not more than 60 minutes</td> </tr> <tr> <td data-bbox="1249 277 1509 754" rowspan="3">9 hours or more</td> <td colspan="2" data-bbox="1512 277 2114 331">If 2 unpaid meal breaks are provided:</td> </tr> <tr> <td data-bbox="1512 333 1812 485">One 10 minute paid rest break</td> <td data-bbox="1814 333 2114 485">Two unpaid meal breaks of at least 30 minutes but not more than 60 minutes</td> </tr> <tr> <td colspan="2" data-bbox="1512 486 2114 541">Or, if 2 unpaid meal breaks are not provided:</td> </tr> <tr> <td data-bbox="1512 542 1812 754">Two 10 minute paid rest breaks — one to be taken in the first half of the shift and one in the second half of the shift</td> <td colspan="2" data-bbox="1814 542 2114 754">One unpaid meal break of at least 30 minutes but not more than 60 minutes</td> </tr> </table> <p>NOTE: Rest breaks count as time worked. Meal breaks do not count as time worked.</p> <p>14.2 The timing and duration of rest and meal breaks for part-time employees must be included in the roster and are subject to any agreement made under clause 10.3 regarding a part-time employee’s regular pattern of work.</p> <p>14.3 A variation agreed under clauses 10.5 and 10.7 for a part-time employee may include a variation to the time of taking rest and meal breaks.</p> <p>14.4 When rostering rest and meal breaks, the employer must seek to ensure that the employee has meaningful breaks during work hours.</p> <p>14.5 An employer cannot require an employee:</p> <p>(a) to take a rest break or meal break within the first or the last hour of work; or</p> <p>(b) to take a rest break combined with a meal break; or</p> <p>(c) to work more than 5 hours without taking a meal break.</p>	5 hours or more but less than 9 hours	One 10 minute paid rest break	One unpaid meal break of at least 30 minutes but not more than 60 minutes	9 hours or more	If 2 unpaid meal breaks are provided:		One 10 minute paid rest break	Two unpaid meal breaks of at least 30 minutes but not more than 60 minutes	Or, if 2 unpaid meal breaks are not provided:		Two 10 minute paid rest breaks — one to be taken in the first half of the shift and one in the second half of the shift	One unpaid meal break of at least 30 minutes but not more than 60 minutes	
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<p>27A. Requests for flexible working arrangements</p> <p><i>Clause not reproduced – common clause</i></p>	<p>6. Requests for flexible working arrangements</p> <p><i>Clause not reproduced – common clause</i></p>
<p>Part 6—Leave and Public Holidays</p> <p>28. Annual leave</p> <p>28.1 Annual leave is provided for in the NES.</p>	<p>Part 6—Leave and Public Holidays</p> <p>22. Annual leave</p> <p>NOTE: Where an employee is receiving over-award payments resulting in the employee’s base rate of pay being 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 sections 16 and 90 of the Act).</p> <p>22.1 Annual leave is provided for in the NES. See sections 86 to 93 of the Act. It does not apply to casual employees.</p>
<p>28.2 Definition of shiftworker</p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p>	<p>22.2 Additional paid annual leave for certain shiftworkers</p> <p>A shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week is entitled to an additional week of paid leave under the NES. See section 87 of the Act.</p>
<p>28.3 Annual leave loading</p> <p>(a) During a period of annual leave an employee will receive a loading calculated on the wage rate prescribed in clause 17—Minimum weekly wages. Annual leave loading is payable on leave accrued.</p> <p>(b) The loading will be as follows:</p> <p>(i) Day work</p> <p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(ii) Shiftwork</p>	<p>22.3 Annual leave loading</p> <p>(a) An employee is entitled to an additional payment for accrued annual leave, calculated on the minimum hourly rate prescribed by clause 15—Minimum rates for the classification in which they are employed.</p> <p>(b) The additional payment for the employee’s ordinary hours of work when taking paid annual leave is as follows:</p> <p>(i) Dayworkers</p> <p>An employee who would have worked on day work only had they not been on leave must be paid the greater of either:</p> <ul style="list-style-type: none"> • the minimum hourly rate plus a loading of 17.5% of the minimum hourly rate; or

<p>Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates), whichever is the greater but not both.</p>	<ul style="list-style-type: none"> • the relevant weekend penalty rate prescribed by clause 21.2. <p>(ii) Shiftworkers</p> <p>An employee who would have worked on shift work had they not been on leave must be paid the greater of either:</p> <ul style="list-style-type: none"> • the minimum hourly rate plus a loading of 17.5% of the minimum hourly rate; or • the relevant penalty rate prescribed by clause 21.2, including relevant weekend penalty rates. <p>NOTE: Section 90(2) of the Act contains provisions relating to an employee’s entitlement to payment for any untaken paid annual leave when employment ends.</p>
<p>28.4 Annual leave in advance</p> <p><i>Provision not reproduced – common clause</i></p>	<p>22.4 Annual leave in advance</p> <p><i>Provision not reproduced – common clause</i></p>
<p>28.5 Cashing out of annual leave</p> <ul style="list-style-type: none"> (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.5. (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.5. (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee. (d) An agreement under clause 28.5 must state: <ul style="list-style-type: none"> (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and (ii) the date on which the payment is to be made. 	<p>22.5 Cashing out of annual leave</p> <ul style="list-style-type: none"> (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.5(c). (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.5(c). (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee. (d) An agreement under clause 22.5(c) must state: <ul style="list-style-type: none"> (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and (ii) the date on which the payment is to be made.

<p>(e) An agreement under clause 28.5 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.</p> <p>(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.</p> <p>(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 28.5 as an employee record.</p> <p>Note 1: Under <u>section 344 of the Fair Work Act</u>, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.5.</p> <p>Note 2: Under <u>section 345(1) of the Fair Work Act</u>, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.5.</p> <p>Note 3: An example of the type of agreement required by clause 28.5 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.</p>	<p>(e) An agreement under clause 22.5(c) 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.</p> <p>(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made. See clause 22.3.</p> <p>(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 22.5(c) as an employee record.</p> <p>NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.5(c).</p> <p>NOTE 2: 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 22.5.</p> <p>NOTE 3: An example of the type of agreement required by clause 22.5(c) is set out at Schedule E—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Cash Out Annual Leave.</p>
<p>28.6 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced – common clause</i></p>	<p>22.6 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced – common clause</i></p>
<p>28.7 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced – common clause</i></p>	<p>22.7 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced – common clause</i></p>
<p>28.8 Excessive leave accruals: request by employee for leave</p>	<p>22.8 Excessive leave accruals: request by employee for leave</p>

<i>Provision not reproduced – common clause</i>	<i>Provision not reproduced – common clause</i>
<p>29. Personal/carer’s leave and compassionate leave</p> <p>29.1 Personal/carer’s leave and compassionate leave are provided for in the NES.</p> <p>29.2 Casual employees</p> <p>(a) Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.</p> <p>(b) Such leave is unpaid. A maximum of 48 hours’ absence is allowed by right with additional absence by agreement.</p> <p>29.3 An employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under this clause.</p>	<p>23. Personal/carer’s leave and compassionate leave</p> <p>23.1 Personal/carer’s leave and compassionate leave are provided for in the NES.</p> <p>23.2 Casual employees</p> <p>(a) Subject to clause 23.2(b), casual employees are entitled to be absent from work, whether by making themselves unavailable for work or by leaving work, to care for a person who requires care because of:</p> <p>(i) illness or an injury; or</p> <p>(ii) an emergency.</p> <p>(b) A casual employee may only be absent from work under clause 23.2 for a period of up to 48 hours.</p> <p>(c) With the agreement of the employer, a casual employee may be absent from work for a purpose mentioned in clause 23.2 for longer than 48 hours.</p> <p>(d) A casual employee is not entitled to be paid for time away from work for a purpose mentioned in clause 23.2.</p> <p>(e) An employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under clause 23.2.</p>
<i>Clause inserted – proposed new provision</i>	<p>24. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p>30. Public holidays</p> <p>30.1 Public holidays are provided for in the NES.</p> <p>30.2 An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES. If an employee works on either the public holiday or the substitute day public holiday</p>	<p>27. Public holidays</p> <p>27.1 Public holiday entitlements are provided for in the NES.</p> <p>27.2 Substitution of public holidays by agreement</p> <p>(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.</p>

<p>penalties apply. If both days are worked, the public holiday penalties must be paid on one day chosen by the employee.</p> <p>30.3 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. If an employee works on either the part-day public holiday or the substitute part-day public holiday penalties apply. If both part-days are worked, the public holiday penalties must be paid on one part-day chosen by the employee.</p> <p>30.4 Work on a public holiday must be compensated by payment at the rate of 225% (250% for casual employees, inclusive of the casual loading).</p> <p>NOTE: For provisions relating to part-day public holidays see Schedule E—Part-day Public Holidays.</p>	<p>(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.</p> <p>27.3 Payment for work on public holiday or substitute day</p> <p>(a) An employer must pay an employee who works on a public holiday, or on a day that is substituted for a public holiday, at the public holiday penalty rate set out in clauses 20—Overtime and 21—Penalty rates.</p> <p>(b) An employer must pay an employee who works on a part-day public holiday, or on a day that is substituted for a part-day public holiday, at the public holiday penalty rate set out in clauses 20—Overtime and 21—Penalty rates.</p> <p>(c) If an employee works on both a public holiday and on a day that is substituted for the public holiday, the public holiday penalty rate is applicable to only one of those days. The employee may choose which day is to be paid at the public holiday penalty rate.</p> <p>(d) If an employee works on both a part-day public holiday and on a part-day that is substituted for the part-day public holiday, the public holiday penalty rate is applicable to only one of those days. The employee may choose which part-day is to be paid at the public holiday penalty rate.</p> <p>NOTE: For further provisions relating to part-day public holidays see Schedule F—Part-day Public Holidays.</p>
<p>31. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>25. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>32. Leave to deal with Family and Domestic Violence</p> <p>32.1 This clause applies to all employees, including casuals.</p> <p>32.2 Definitions</p>	<p>26. Unpaid family and domestic violence leave</p> <p>Unpaid family and domestic violence leave is provided for in the NES.</p> <p>NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the</p>

<p>(a) In this clause:</p> <p><i>family and domestic violence</i> 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.</p> <p><i>family member</i> means:</p> <ul style="list-style-type: none"> (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules. <p>(b) A reference to a spouse or de facto partner in the definition of family member in clause 32.2(a) includes a former spouse or de facto partner.</p> <p>32.3 Entitlement to unpaid leave</p> <p>An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:</p> <ul style="list-style-type: none"> (a) the leave is available in full at the start of each 12 month period of the employee’s employment; and (b) the leave does not accumulate from year to year; and (c) is available in full to part-time and casual employees. <p>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.</p> <p>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.</p> <p>32.4 Taking unpaid leave</p>	<p>employee. Employers should consult with such employees regarding the handling of this information.</p> <p>NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.</p>
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An employee may take unpaid leave to deal with family and domestic violence if the employee:

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

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

32.5 Service and continuity

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

32.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 32. The notice:

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

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 32 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 32.4.

<p>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.</p> <p>32.7 Confidentiality</p> <p>(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 32.6 is treated confidentially, as far as it is reasonably practicable to do so.</p> <p>(b) Nothing in clause 32 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.</p> <p>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.</p> <p>32.8 Compliance</p> <p>An employee is not entitled to take leave under clause 32 unless the employee complies with clause 32.</p>	
<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provisions removed – obsolete</i></p>	<p><i>Schedule removed – obsolete</i></p>
<p>Schedule B—Classifications</p> <p>B.1 Fast Food Employee Level 1</p> <p>B.1.1 An employee engaged in the preparation, the receipt of orders, cooking, sale, serving or delivery of meals, snacks and/or beverages which are sold to the public primarily to take away or in food courts in shopping centres.</p>	<p>12.4 Classification definitions</p> <p>(a) Fast food employee level 1 means an employee who is:</p> <p>(i) engaged in taking orders for, preparing, serving, selling or delivering, food or beverages that are sold to the public for consumption away from the point of sale or in a food court, shopping centre or retail complex; and</p>

<p>B.1.2 A Fast Food Employee Level 1 will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning and cleaning of toilets.</p> <p>B.2 Fast Food Employee Level 2 An employee who has the major responsibility on a day to day basis for supervising Fast Food employees Level 1 and/or training new employees or an employee required to exercise trade skills.</p> <p>B.3 Fast Food Employee Level 3 An employee appointed by the employer to be in charge of a shop, food outlet, or delivery outlet.</p>	<p>(ii) required to undertake duties as directed within the limits of their competence, skills and training, including incidental cleaning and the cleaning of toilets.</p> <p>(b) Fast food employee level 2 means an employee who:</p> <p>(i) has the major responsibility on a day to day basis for supervising fast food employees level 1 or training new employees; or</p> <p>(ii) is required to exercise trade skills.</p> <p>(c) Fast food employee level 3 means an employee who is appointed by the employer to be in charge of a shop, food outlet or delivery outlet.</p>
<p>Schedule C—Supported Wage System <i>Schedule not reproduced – standard provisions</i></p>	<p>Schedule C Supported Wage System <i>Schedule not reproduced – standard provisions</i></p>
<p>Schedule D—National Training Wage <i>Schedule deleted</i></p>	<p><i>Provisions have been referred to the Miscellaneous Award 2020</i></p>
<p>Schedule E—Part-day Public Holidays <i>Schedule not reproduced – standard provisions</i></p>	<p>Schedule F—Part-day Public Holidays <i>Schedule not reproduced – standard provisions</i></p>
<p>Schedule F—Agreement to Take Annual Leave in Advance <i>Schedule not reproduced – standard provisions</i></p>	<p>Schedule D—Agreement to Take Annual Leave in Advance <i>Schedule not reproduced – standard provisions</i></p>
<p>Schedule G—Agreement to Cash Out Annual Leave <i>Schedule not reproduced – standard provisions</i></p>	<p>Schedule E—Agreement to Cash Out Annual Leave <i>Schedule not reproduced – standard provisions</i></p>
<p>Schedule H—Award flexibility during the COVID-19 Pandemic <i>Schedule expired</i></p>	<p><i>Schedule expired</i></p>
<p>Schedule X—Additional Measures During the COVID-19 Pandemic</p>	<p>Schedule X—Additional Measures During the COVID-19 Pandemic</p>

<i>Schedule not reproduced – standard provisions</i>	<i>Schedule not reproduced – standard provisions</i>
<i>Schedule inserted – new provisions</i>	Schedule A—Summary of Hourly Rates of Pay <i>Schedule not reproduced</i>
<i>Schedule inserted – new provisions</i>	Schedule F—Part-day Public Holidays <i>Schedule not reproduced</i>