

EXPOSURE DRAFT

Alpine Resorts Award 2014

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Alpine Resorts Award 2010** (the Alpine award) as at 8 December 2014. This exposure draft does not seek to amend any entitlements under the Alpine award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/198](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

Note: there are a number of general drafting/technical issues common to multiple exposure drafts that are currently being considered by the Full Bench and a decision is pending. These issues include:

- Supersession clause (clause 1.2)
- Inclusion of NES summaries
- Inclusion of index of facilitative provisions
- Inclusion of payslips provision
- Relationship between award and NES (clause 2.1)
- Inclusion of examples that clarify the operation of provisions
- Inclusion of 'ordinary hourly rates' for awards with an all purpose allowance
- Inclusion of summary wages tables

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Alpine Resorts Award 2014*.
- 1.2 This award supersedes the *Alpine Resorts Award 2010* but this does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the superseded award.
- 1.3 Schedule H—Definitions sets out definitions that apply in this award.
- 1.4 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and entitlements in this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply.

3. Coverage

- 3.1 This industry award covers employers throughout Australia who operate an alpine resort and their employees in the classifications within Schedule A—Classification Definitions to the exclusion of any other modern award.
- 3.2 **Alpine resort** means an establishment whose business, among other things, includes alpine lifting.
- 3.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.4 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.1 are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award does not cover:

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

NOTE: Section [143\(7\)](#) of the Act describes classes of employees who are excluded from being covered by a modern award.

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

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

4. Award flexibility

4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

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

4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

4.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

4.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.

4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

- 5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.
- 5.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
18.2	Paid leave in advance of accrued entitlement	An individual
21.4	Substitution of public holidays by agreement	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

- 6.1 Employees under this award will be employed in one of the following categories:
- (a) full-time;
 - (b) part-time; or
 - (c) casual.
- 6.2 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.
- 6.3 **Full-time employment**
- A full-time employee is engaged to work:
- (a) 38 ordinary hours per week; or
 - (b) an average of 38 ordinary hours per week over a maximum work cycle of four weeks.
- 6.4 **Part-time employment**
- (a) A part-time employee:
 - (i) is paid the minimum hourly rate applicable to their classification as set out in clause 13—Minimum wages for the hours worked in any week;
 - (ii) is engaged to work an average of at least eight and no more than 35 hours per week over a work cycle of four weeks; and
 - (iii) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.

- (b) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least:
- (i) the number of hours to be worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the start and finish times each day.

6.5 Casual employment

- (a) A casual employee is an employee who is engaged and paid as a casual employee in any classification in this award.
- (b) **Casual loading**
- (i) For each ordinary hour worked, a casual employee must be paid:
 - the ordinary hourly rate; and
 - a loading of 25% of the ordinary hourly rate,for the classification in which they are employed.
 - (ii) The casual loading is paid instead of annual leave, paid personal/carer's leave, paid compassionate leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.
 - (iii) The following provisions of this award do not apply to casual employees:

Parties are asked to provide a list of provisions that do not apply to casual employees.

6.6 Casual conversion to full-time or part-time employment

(a) **Eligible casual employee**

An **eligible casual employee** is a casual employee:

- (i) who works on a regular and systematic basis;
- (ii) who is employed for a sequence of periods of 12 months; and
- (iii) whose employment is to continue beyond the period of 12 months.

An eligible casual employee has the right, after 12 months, to elect to have their contract of employment converted to full-time or part-time employment.

(b) **Notice and election of casual conversion**

- (i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 6.6 within four weeks of the employee having reached the 12 month period.
- (ii) The eligible casual employee retains their right of election under clause 6.6 if the employer fails to comply with clause 6.6(b)(i).

(iii) An eligible casual employee may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment either:

- upon receiving notice under clause 6.6(b)(i); or
- after the expiry of the time for giving notice.

(iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment within four weeks of receiving written notice is deemed to have elected against any conversion.

(c) Full-time or part-time conversion

(i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment.

(ii) An eligible casual employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked.

(iii) However, the employer and the employee may agree on an alternative arrangement.

(iv) If an eligible casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 6.6(b)(iii), the employer and employee must, subject to clause 5—Facilitative provisions, discuss and agree on:

- which form of employment the employee will convert to, being full-time or part-time; and
- if the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 6.4(b).

(v) Following agreement being reached, the employee converts to full-time or part-time employment.

(d) Employer consent or refusal to casual conversion

(i) The employer must consent or refuse the election within four weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.

(ii) Any dispute about a refusal of an election to convert a contract of employment will be dealt with as far as practicable with expedition through the dispute settlement procedure.

(iii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

- (iv) After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.
- (e) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable with expedition through the dispute settlement procedure
- (f) An employee must not be engaged and re-engaged to avoid any obligation under this award.
- (g) **Irregular casual**

An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis. The provisions of clause 6.6 do not apply to irregular casual employees.

6.7 Minimum engagement

- (a) At the time of engagement, an employer must inform a casual employee:
 - (i) that they are employed on a casual basis;
 - (ii) who they are employed by;
 - (iii) the job they will perform;
 - (iv) their classification level;
 - (v) the actual or likely number of hours they will work; and
 - (vi) their rate of pay.
- (b) A casual employee, other than a Snowsport Instructor, is entitled to a minimum payment of two hours' work.
- (c) In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum hours.

7. Seasonal employment

- 7.1 An employer may employ seasonal employees in any classification in this award.
- 7.2 A seasonal employee may be engaged on either a full-time or part-time basis.
- 7.3 A full-time seasonal employee is a seasonal employee who is engaged to work 38 ordinary hours per week (or an average of 38 ordinary hours over the anticipated length of their employment).
- 7.4 A part-time seasonal employee is a seasonal employee who is engaged to work less than 38 ordinary hours per week (or an average of less than 38 ordinary hours over the anticipated length of their employment).
- 7.5 The hourly rate of seasonal employees will include an **8.33%** loading of the applicable hourly rate instead of annual leave.

- 7.6** Seasonal employees will be paid the hourly rate applicable to their classification as set out in clause 13—Minimum wages plus the loading in clause 7.5.
- 7.7** In the event of adverse climatic conditions a seasonal employee may have their anticipated period of seasonal employment reduced.
- 7.8** The employer will advise each seasonal employee either in writing or verbally prior to the end of the season whether that employee’s employment will be terminated at the end of the season.

8. Apprentices

- 8.1** Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 13.4—Apprentices.
- 8.2** An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shiftwork.
- 8.3** An apprentice will be engaged for a minimum of four hours per shift.

9. Classifications

The definitions of the classification levels under this award are set out Schedule A—Classification Definitions.

Part 3—Hours of Work

10. Ordinary hours of work

- 10.1** Ordinary hours may be worked on any five days of the week with a maximum of 10 hours per day.

Parties are asked whether “any five days of the week” should be changed to “any five days from Monday to Sunday” or “Monday to Friday”. Do the days need to be consecutive?

- 10.2** A full-time employee’s ordinary hours of will average 38 per week over a maximum work cycle of four weeks.
- 10.3** The ordinary hours of part-time employees will average at least eight and no more than 35 hours per week over a maximum work cycle of four weeks.
- 10.4** **Make-up time**

The employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

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

11. Rostering

11.1 The employer must prepare a roster showing the name of each employee and their days of work and starting and finishing times and post it on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes it more accessible.

11.2 The roster will be alterable:

- (a) at any time by mutual consent;
- (b) by the employer on the day before the shift was originally scheduled; or
- (c) as soon as is reasonably practicable when notice is unable to be given on the day before the shift.

11.3 Rostered days off

- (a) Clause 11.3 only applies to full-time employees other than seasonal employees.
- (b) **Notice**
 - (i) An employer will give at least one week's notice of a rostered day off.
 - (ii) An employee may agree to a lesser period of notice than that specified in clause 11.3(b)(i).
- (c) **Substitute days**
 - (i) An employer may require an employee to work on the employee's rostered day off in the event of an emergency.
 - (ii) In the circumstances addressed by clause 11.3(c)(i), the employee will be paid at **150%** of the applicable hourly rate for all time worked on the rostered day off and will be granted another rostered day off.

12. Breaks

12.1 If an employee, including a casual employee, is required to work for five or more hours in a day they must be given an unpaid meal break of no less than 30 minutes.

12.2 The break must be given no earlier than one hour after starting work and no later than six hours after starting work.

- 12.3** Where operational requirements do not allow time for an unpaid meal break in accordance with clause 12.1, the employee will be given a paid meal break of 20 minutes.
- 12.4** If the unpaid meal break is rostered to be taken five hours after starting work, the employee must be given an additional 20 minute paid meal break. The employer must allow the employee to take this additional meal break no earlier than two hours after starting work and no later than five hours after starting work.
- 12.5** If an employee is not given a meal break in accordance with clauses 12.1 or 12.4 the employer must pay the employee overtime rates from the end of six hours until either the meal break is given or the shift ends.
- 12.6** An employee is entitled to receive an additional 30 minute unpaid meal break for each additional five hours worked per day. The taking of any additional meal breaks is to be as per clauses 12.4 and 12.5 above.

Part 4—Wages and Allowances

13. Minimum wages

13.1 Alpine resort workers

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

Classification	Minimum hourly rate \$	Minimum seasonal hourly rate¹ \$	Casual hourly rate \$
Training	16.86	18.26	21.08
Resort Worker Level 1	17.36	18.80	21.70
Resort Worker Level 2	18.03	19.53	22.54
Resort Worker Level 3	18.64	20.19	23.30
Resort Worker Level 4	19.63	21.27	24.54
Resort Worker Level 5	20.26	21.95	25.33
Resort Worker Level 6	20.88	22.62	26.10
Resort Worker Level 7	21.43	23.22	26.79

¹**Minimum seasonal hourly rate** is based on the minimum hourly rate and includes a loading of 8.33% of the minimum rate in accordance with clause 7.5.

See Schedule C for a summary of hourly rates of pay including overtime and penalties.

13.2 Snowsports Instructors

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

Classification	Minimum hourly rate \$	Minimum seasonal hourly rate ¹ \$	Casual hourly rate \$
Instructor Category A	26.86	29.10	33.58
Instructor Category B	24.15	26.16	30.19
Instructor Category C	21.47	23.26	26.84
Instructor Category D	18.77	20.33	23.46
Instructor Category E	17.87	19.36	22.34

¹Minimum seasonal hourly rate is based on the minimum hourly rate and includes a loading of 8.33% of the minimum rate in accordance with clause 7.5.

See Schedule C for a summary of hourly rates of pay including overtime and penalties.

13.3 Junior employees

- (a) The minimum wages for junior employees are the following percentages of the minimum hourly rate prescribed for the appropriate adult classification:

Age	%
17 years and under	70
18 years	80
19 years and over	100

- (b) Junior employees working in roles that undertake liquor service must be paid at the relevant adult minimum wage.
- (c) An employer may require an employee to provide proof of their age such as a birth certificate or other satisfactory evidence. The employer must cover the cost of obtaining a birth certificate if required.
- (d) An employee under the age of 18 years will not be required to work more than 10 hours in a shift.

13.4 Apprentices

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

Year	%
First year	55
Second year	65
Third year	80

Year	%
Fourth year	95

13.5 All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any amount less than five cents will be round down, any amount five cents or more will be rounded up to the higher 10 cents.

13.6 Adult apprentices

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the Resort Worker Level 4 rate in clause 13.1, or the rate prescribed by clause 13.4 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 13.1 or the rate prescribed by clause 13.4 for the relevant year of the apprenticeship, whichever is the greater.
- (c) An adult apprentice must not suffer a reduction in their minimum wage because they have entered into a training agreement if they were employed by the employer at that enterprise immediately before entering into a training agreement, either:
 - (i) on a full-time basis for at least six months; or
 - (ii) on a part-time or regular and systematic casual basis for at least 12 months.
- (d) If an employee meets the requirements set out in clause 13.6(c) they must continue to receive the minimum wage that applied to their classification immediately before entering into the training agreement.

13.7 School based apprentices

For school-based apprentices, see Schedule G—School-based Apprentices.

13.8 National training wage

For employees undertaking a traineeship, see Schedule D—National Training Wage.

13.9 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule F—Supported Wage System.

13.10 Payment of wages

- (a) Wages will be paid either weekly, fortnightly or monthly.
- (b) Wages will be paid into the employee’s nominated bank account by electronic funds transfer without cost to the employee.
- (c) Section [536](#) of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the

performance of work. The [Fair Work Regulations 2009](#) specify the information that must be included in a pay slip.

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

14.1 Higher duties

- (a) An employee engaged on work for more than a total of two hours on any day or shift at a higher level than their ordinary classification, must be paid the higher rate for the whole day or shift.
- (b) An employee engaged on work for a total of two hours or less on any day or shift, at a higher level than their ordinary classification must be paid the higher rate for the time worked at the higher level.
- (c) Where clause 14.1 applies, clauses 14.2 and 14.3 do not apply.

14.2 Dual-role employment

- (a) Due to the unique nature of most positions under this award, in that they are generally only available during that part of the year when alpine lifting is being provided, employees may be offered dual-role employment (where operational requirements allow) in which the employee may have two distinct roles.
- (b) In these circumstances any offer of employment will set out the terms and conditions for each role and these will be mutually agreed between the two parties prior to the commencement of this type of employment.
- (c) Where clause 14.2 applies, clause 14.1 does not apply.

14.3 Multi-hiring arrangement

- (a) An employee may agree to be engaged on a multi-hiring arrangement as an alternative, or in addition to, dual-role employment.
- (b) If an employer and an employee enter into a multi-hiring arrangement, the parties must agree on the primary role of the employee.
- (c) The employer may then offer the employee, and the employee may undertake, a non-primary role (or roles) in any level or classification within Schedule A—Classification Definitions that they are qualified for, provided that:
 - (i) any non-primary role is to be undertaken, and paid for, on a casual basis; and
 - (ii) any hours worked by an employee in a non-primary role do not count toward ordinary hours or overtime in the employee’s primary role.
- (d) Where clause 14.3 applies, clause 14.1 does not apply.

15. Allowances

15.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule D for a summary of monetary allowances and method of adjustment.

15.2 Wage related allowances

(a) Sewerage treatment plant allowance

Employees will be paid an allowance of **\$8.79** for each shift they are engaged in work at a designated sewerage treatment plant.

15.3 Expense related allowances

(a) Meal allowance

An employee must be supplied with a meal or paid an allowance of **\$12.05** if required to work overtime for more than two hours per shift without being notified on the previous day or earlier.

(b) Boot allowance

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

(c) Equipment allowance

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

(d) Protective clothing reimbursement

(i) The employer must provide all employees who are outdoor workers, including Snowsports Instructors, with appropriate wet weather and protective clothing free of charge, or must reimburse the employee the cost of purchasing such clothing.

(ii) Where protective clothing, uniforms and/or other tools and equipment are supplied without cost to the employee or the cost has been reimbursed to the employee:

- it will remain the property of the employer and will be returned to the employer when requested on termination of the employee's employment;
- any loss or damage through misuse by the employee will be charged against the employee's wages; and
- a deduction at a reasonable rate may be made by the employer, provided that no deduction will be made for reasonable wear and tear.

(e) Airfare reimbursement

- (i)** Snowsports Instructors, who are in Category A, B or C as set out in Schedule A, are entitled to an airfare reimbursement of up to **\$799.00** where they are:
- engaged overseas in the Northern Hemisphere in the preceding season as part of an exchange program or working as a full-time instructor for a full season at a snowsports school in the Northern Hemisphere approved by prior arrangement with the school director; or
 - engaged overseas in the Northern Hemisphere in the preceding season and enter Australia as temporary non-residents.
- (ii)** In order to qualify for an airfare reimbursement the employee will be required to:
- prove that a minimum of eight weeks has been worked on a full-time basis at an approved snowsports school in the Northern Hemisphere; and
 - produce the original airline ticket in order to prove that the expense has been incurred.

16. Superannuation

16.1 Superannuation legislation

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

16.2 Employer contributions

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

16.3 Voluntary employee contributions

- (a)** Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 16.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 16.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or (b) was made.

16.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) HOSTPLUS;
- (b) AustralianSuper;
- (c) CareSuper;
- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (e) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and overtime

17. Penalty rates

17.1 Payment for work performed on public holidays

- (a) Employees other than Snowsports Instructors must be paid for at 250% of the applicable hourly rate of pay for all time worked on a public holiday.
- (b) In the case of casual employees this rate includes the casual loading of 25%.

17.2 Overtime

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

- (a) any hours in excess of the ordinary hours per week that the employee is engaged to work;
- (b) any hours in excess of 10 per day, excluding meal breaks; or
- (c) any hours in excess of an average of 38 per week over the length of the cycle.

- (d) The overtime rates are as follows:

For overtime worked on	Overtime rate % of applicable hourly rate
Monday to Sunday—first 2 hours	150
Monday to Sunday—after 2 hours	200

Part 6—Leave, Public Holidays and Other NES Entitlements

18. Annual leave

This annual leave provision may be affected by [AM2014/47](#)

- 18.1** Annual leave is provided for in the NES. Casual employees are not entitled to paid annual leave. The NES provides for the accrual of four weeks paid leave per year. For the full NES annual leave entitlement see [ss.86–94](#) of the Act.

Parties are asked whether a provision regarding the rate of pay on annual leave should be inserted.

18.2 Paid leave in advance of accrued entitlement

By agreement between an employer and an employee, a period of annual leave may be taken in wholly or partly in advance of the entitlement accruing. Provided that if leave is taken in advance, and the employment terminates before the entitlement has accrued, the employer may make a corresponding deduction from any money due to the employee on termination.

18.3 Requirement to take leave

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where more than 30 days' leave is accrued.

Parties are asked whether a provision should be inserted in clause 18 to clarify seasonal employees' entitlement to annual leave.

19. Personal/carer's leave and compassionate leave

- 19.1** Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave. The NES provides for:

- the accrual of 10 days' paid personal/carer's leave per year;
- 2 days' unpaid carer's leave (as required); and
- 2 days' paid (unpaid for casuals) compassionate leave (as required).

19.2 For the full NES entitlement to personal/carer's leave and compassionate leave see [ss.95–107](#) of the Act.

19.3 Personal/carer's leave and compassionate leave are not paid on termination of employment.

20. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES. The NES provides up to 12 months' unpaid leave to eligible employees, plus a right to request an additional 12 months' unpaid leave, plus other forms of maternity, paternity and adoption-related leave. For the full NES parental leave entitlement see [ss.67–85](#) of the Act.

21. Public holidays

21.1 Public holiday entitlements are provided for in the NES. The NES provides a paid day off on each public holiday, except where reasonably requested to work. For the full NES public holiday entitlement see [ss.114–116](#) of the Act.

21.2 A casual employee who does not work on a public holiday is not entitled to a paid day off.

21.3 Where an employee other than a Snowsports Instructor works on a public holidays they will be paid in accordance with clause 17.1.

21.4 Substitution of public holidays by agreement

The employer and the majority of employees in an enterprise or section of an enterprise may agree to substitute another day for a public holiday.

21.5 Additional arrangements for employees other than casuals

An employee whose rostered day off falls on a public holiday must, subject to clause 21.4, either:

- (a) be paid an extra day's pay; or
- (b) be provided with an alternative day off within 28 days; or
- (c) receive an additional day's annual leave.

21.6 A permanent or seasonal employee who works on a public holiday which is subject to substitution as provided for in clause 21.4 will be entitled to the benefit of the substitute day.

22. Community service leave

Community service leave is provided for in the NES. The NES provides unpaid leave for voluntary emergency activities and up to 10 days' paid leave for jury service (after 10 days, leave is unpaid). For the full NES community service leave entitlement see [ss.108–112](#) of the Act.

23. Termination of employment

23.1 Notice of termination is provided for in the NES. The NES provides between one and four weeks' notice of termination based on length of service. Employees over 45 years old who have been with the employer for at least two years are entitled to an extra week's notice. For the full NES notice of termination entitlement see [ss.117–118](#) of the Act.

23.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement for employees over 45 years old to give additional notice. If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

23.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

24. Redundancy

24.1 Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see [ss.119–122](#) of the Act.

24.2 A **small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act.

24.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

24.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

24.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 23.3.

Part 7—Consultation and Dispute Resolution

25. Consultation

25.1 Consultation regarding major workplace change

- (a) **Employers to notify**
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) **Employers to discuss change**
 - (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 25.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
 - (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 25.1(a).
 - (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the

changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

25.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

26. Dispute resolution

- 26.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 26.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 26.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 26.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- 26.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 26.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 26.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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Schedule A—Classification Definitions

A.1 Training level

A.1.1 Training Level is the level at which staff are undergoing training prior to being deemed competent to undertake their substantive role at the appropriate Resort Worker Level, excluding those who are being trained in Plant Operators role. It is also the rate to be paid to staff while attending orientation or induction programs.

A.1.2 The maximum period of time on which an employee may be engaged at the Training Level is seven weeks.

A.2 Resort Worker Level 1

A.2.1 Resort Worker Level 1 means an employee who is engaged in a role that requires no previous experience, some on-the-job training and who works under supervision in roles including:

- Carparking duties
- Outdoor and Indoor Assistant roles including Race Event Workers, Snowsports Assistants, Painters and Lift Attendants whose roles are primarily focused on specific labouring tasks
- General unskilled labour tasks
- Bar Assistant who is employed primarily in non-service duties
- Food Service Assistant—duties including removing food plates, setting and/or wiping down tables, cleaning and tidying of associated areas
- Kitchenhand duties
- Housekeeping duties assisting under supervision in the servicing of resort property and cleaning thereof
- Laundry duties assisting in laundry service

A.3 Resort Worker Level 2

A.3.1 Resort Worker Level 2 means an employee who is engaged in a role that requires some previous relevant experience or qualifications, detailed on-the-job training for the specific employers requirements and work under supervision.

A.3.2 The following roles are examples:

- An employee who is engaged in general clerical or office duties
- Guest Service roles including Ticket and Pass sales, Hire sales and service, Retail Sales, Concourse Attendants and Tour Guides
- Trainee Plant Operator roles (including Trainee Train Drivers) who are undergoing training and assessment and are yet to be deemed competent

- A person involved in the coordination and instruction of other staff involved in Carparking operations
- Unqualified Child Care Workers
- Municipal Services (garbage collection etc.)
- Pool attendants with lifeguard qualifications
- Ticket Checkers, Uniform Room Attendants and Mountain Awareness staff
- Snowsports administrative staff who are responsible for the booking of lessons
- Bar duties including service, cellar and bottle sales
- Food Service duties including service, cashier and waiting duties
- Housekeeping involved in the servicing and cleaning of resort property
- A Cook being an unqualified person involved in the preparation, butchering or cooking of food
- An employee who is engaged in reception/reservations duties including night auditing, telephonist, receptionist, cashier, information services, portering or reservations.
- Laundry duties involved in laundry production duties such as machine operation

A.4 Resort Worker Level 3

A.4.1 Resort Worker Level 3 means an employee who is engaged in a role that requires significant previous experience in the field in which they are to be employed or who will be involved in roles that require specialist training by the employer.

A.4.2 The following roles are examples:

- A Lift Operator who is responsible for the safe operation of aerial and surface lifting, the loading and unloading of guests, maintaining the lift station and reporting of mechanical faults to appropriate trades and supervisory staff
- An employee involved in Mountain operation roles such as Assistant Ski Patrol and Trail Crew
- Trades Assistants in Electrical, Mechanical, Fitting & Machinery and Building disciplines including (but not limited to) Electrical Assistants, Track Maintenance Assistants, Fitters and Machinists, Carpentry Assistants and Leading Hand Labourers
- Beauty Therapist and Spa Attendant
- Storeperson or Cellar person with forklift qualifications and who is engaged as such
- Food Service & Bar staff who supervise staff of a lower grade and who work without supervision

- A Kitchen attendant who has the responsibility for the supervision, training and coordination of kitchen attendants of a lower grade
- An employee in a Housekeeping, Porter or Laundry role who has the appropriate level of training and who is employed to supervise employees of a lower grade
- An employee who is engaged in night auditing, Hotel reception or reservations who has more than three years' experience in a similar role in a Hotel or Travel Reservations business

A.5 Resort Worker Level 4

A.5.1 Resort Worker Level 4 means an employee who is engaged in a role that requires specialist skills built on previous experience and qualifications or who provides direction for staff at a lower level.

A.5.2 The following roles are examples:

- An employee who is engaged in the supervision of other staff involved in reception/reservations duties including night auditing, telephonist, receptionist, cashier, information services or reservations
- An employee who is engaged in the supervision of Guest Service roles including Ticket and Pass sales, Hire sales and service, Retail Sales, Concourse Attendants and Information and Tour Guides
- An employee engaged in Cashroom, Treasury or other similar back office cash reconciliation roles
- Experienced Painters
- Qualified Fitness Instructor with lifeguard qualifications
- Bar and Food Service staff who supervise staff of a lower grade in running a particular section, restaurant or bar
- A Qualified Chef, who has completed an apprenticeship in this discipline
- An employee who is engaged as an Inventory Controller or Uniform Room Coordinators

A.6 Resort Worker Level 5

A.6.1 Resort Worker Level 5 means an employee who has the appropriate level of training and who is employed to supervise and/or train employees of a lower grade.

A.6.2 The following roles are examples:

- An employee who is engaged in the supervision of Lift Operators
- Treasury/Cashroom staff

A.7 Resort Worker Level 6

A.7.1 Resort Worker Level 6 means an employee who is engaged in a role that requires the completion of a recognised qualification in the field in which they are employed and have been deemed competent to fulfil the following roles:

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

A.8 Resort Worker Level 7

A.8.1 Resort Worker Level 7 means an employee who is engaged in any of the following roles:

- A Child Care Worker who is engaged as a supervisor and who has completed as a minimum an AQF Diploma in Children's Services
- An employee who is engaged in the supervision of other staff involved in Plant Operation
- A Qualified Chef who supervises or trains other kitchen staff, undertakes ordering and stock control and is solely responsible for other cooks and other kitchen employees in a single kitchen establishment

A.9 Instructors Category A

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

A.10 Instructors Category B

Instructors Category B means an employee who is engaged as a Snowsports Instructor (as defined) and has an intermediate level of certification, being their APSI Level 3 Qualification or international equivalent (as currently contained in Table 4 in

Schedule B) or the recognised current equivalent and has full-time practical teaching experience.

A.11 Instructors Category C

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

A.12 Instructors Category D

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

A.13 Instructors Category E

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

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Schedule B—Equivalency of Snowsports Qualifications

Table 1

Country	Association Certification Level
Australia	APSI (Ski & SB) Instructor Training Course/Recruitment Clinic
Austria	ÖSSV (Ski & SB) Anwärter
Canada	CSIA (Ski) CSIA Level 1 CASI (SB) CASI Level 1 CSCF (Coaching) Entry Level (1)
New Zealand	NZSIA (Ski & SB) C.S.I
Poland	SITN-PZN Children's Level
Switzerland	SSSA Kinderlehrer
United Kingdom	BASI (Ski) Alpine Level 1 BASI (SB) SB Level 1
USA	PSIA (Ski) PSIA Level 1 AASI (SB) AASI Level 1

Table 2

Country	Association Certification Level
Australia	APSI (Ski & SB) APSI Level 1 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) Children's Certificate)
Canada	CSCF (Coaching) Level 1 Advanced Certification

Table 3

Country	Association Certification Level
Australia	APSI (Ski & SB) APSI Level 2 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) APSI Level 1)
Austria	ÖSSV (Ski & SB) Anwärter
Canada	CSIA (Ski) CSIA Level 2 CASI (SB) CASI Level 2 CSCF (Coaching) Development Level (2)
Czech Republic	APUL APUL C
Japan	SIA IT I (Bronze Medal)
Netherlands	NVVS A-Diploma
New Zealand	NZSIA (Ski & SB) Stage One

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Country	Association Certification Level
Poland	SITN-PZN Level Basic
Slovakia	SAPUL C Qualification
Slovenia	SIAS Level 1
Switzerland	SSSA Stufe 1
United Kingdom	BASI (Ski) Alpine L2 BASI (SB) SB L2
USA	AASI (SB) AASI Level 2 PSIA (Ski) PSIA Level 2

Table 4

Country	Association Certification Level
Australia	APSI (Ski & SB) APSI Level 3 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) APSI Level 2)
Austria	ÖSSV (Ski & SB) Landesschilehrer
Canada	CSIA (Ski) CSIA Level 3 CASI (SB) CASI Level 3 CSCF (Coaching) Performance Level (3)
Czech Republic	APUL APUL B
Japan	SIA IT II (Silver Medal)
Netherlands	NVVS B-Diploma
Poland	SITN-PZN Assistant PZN
Slovakia	SAPUL B Qualification
Slovenia	SIAS Level 2
Switzerland	SSSA Stufe 2
United Kingdom	BASI (Ski) Ski Teacher BASI (SB) SB Teacher
USA	PSIA (Ski) PSIA Level 3 AASI (SB) AASI Level 3 USSA (Coaching) Level 200 State Coach

Table 5

Country	Association Certification Level
Australia	APSI (Ski & SB) APSI Level 4 (or equivalent certification prior to 2011 being Australia APSI (Ski & SB) APSI Level 3)
Austria	ÖSSV (Ski & SB) Staatlich geprüfter Schilehrer

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Country	Association Certification Level
Canada	CSIA (Ski) CSIA Level 4 CASI (SB) CASI Level 4 CSCF (Coaching) Program Director (4)
Czech Republic	APUL APUL A
Italy	AMSI Maestro di Sci (Gold Level)
Japan	SIA IT III (Gold Medal)
Netherlands	NVVS C-Diploma
New Zealand	NZSIA (Ski & SB) Stage Two
Poland	SITN-PZN PZN-ISIA
Slovakia	SAPUL A Qualification
Slovenia	SIAS Level 3
Sweden	ESS Examinerad Svensk Skidlarare (Level 3)
Switzerland	SSSA Stufe 3
United Kingdom	BASI (Ski) Diploma
USA	PSIA (Ski) PSIA Level 3 USA AASI (SB) AASI Trainer

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Schedule C—Summary of Hourly Rates of Pay

C.1 Alpine resort workers

C.1.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	100%	250%
	\$	\$
Training	16.86	42.15
Resort Worker Level 1	17.36	43.40
Resort Worker Level 2	18.03	45.08
Resort Worker Level 3	18.64	46.60
Resort Worker Level 4	19.63	49.08
Resort Worker Level 5	20.26	50.65
Resort Worker Level 6	20.88	52.20
Resort Worker Level 7	21.43	53.58

C.1.2 Full-time and part-time employees—overtime rates

	Monday to Sunday		Public holiday
	First 2 hours	After 2 hours	
	% of minimum hourly rate		
	150%	200%	250%
	\$	\$	\$
Training	25.29	33.72	42.15
Resort Worker Level 1	26.04	34.72	43.40
Resort Worker Level 2	27.05	36.06	45.08
Resort Worker Level 3	27.96	37.28	46.60
Resort Worker Level 4	29.45	39.26	49.08
Resort Worker Level 5	30.39	40.52	50.65
Resort Worker Level 6	31.32	41.76	52.20
Resort Worker Level 7	32.15	42.86	53.58

C.1.3 Casual employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	125%	250%
	\$	\$
Training	21.08	42.15
Resort Worker Level 1	21.70	43.40
Resort Worker Level 2	22.54	45.08
Resort Worker Level 3	23.30	46.60
Resort Worker Level 4	24.54	49.08
Resort Worker Level 5	25.33	50.65
Resort Worker Level 6	26.10	52.20
Resort Worker Level 7	26.79	53.58

C.1.4 Full-time and part-time seasonal employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum seasonal hourly rate	
	100%	250%
	\$	\$
Training	18.26	45.65
Resort Worker Level 1	18.81	47.03
Resort Worker Level 2	19.53	48.83
Resort Worker Level 3	20.19	50.48
Resort Worker Level 4	21.27	53.18
Resort Worker Level 5	21.95	54.88
Resort Worker Level 6	22.62	56.55
Resort Worker Level 7	23.22	58.05

¹**Minimum seasonal hourly rate** is based on the minimum hourly rate and includes a loading of 8.33% of the minimum rate in accordance with clause 7.5

C.1.5 Full-time and part-time seasonal employees—overtime rates

	Monday to Sunday		Public holiday
	First 2 hours	After 2 hours	
	% of minimum seasonal hourly rate¹		
	150%	200%	250%
	\$	\$	\$
Training	27.39	36.52	45.65
Resort Worker Level 1	28.22	37.62	47.03
Resort Worker Level 2	29.30	39.06	48.83
Resort Worker Level 3	30.29	40.38	50.48
Resort Worker Level 4	31.91	42.54	53.18
Resort Worker Level 5	32.93	43.90	54.88
Resort Worker Level 6	33.93	45.24	56.55
Resort Worker Level 7	34.83	46.44	58.05
¹ Minimum seasonal hourly rate is based on the minimum hourly rate and includes a loading of 8.33% of the minimum rate in accordance with clause 7.5			

C.2 Snowsports Instructors

C.2.1 Full-time and part-time snowsports instructors

Classification	Snowsports Instructor hourly rate	Snowsports Instructor Seasonal hourly rate ¹
	\$	\$
Instructor Category A	26.86	29.10
Instructor Category B	24.15	26.16
Instructor Category C	21.47	23.26
Instructor Category D	18.77	20.33
Instructor Category E	17.87	19.36
¹ Minimum seasonal hourly rate is based on the minimum hourly rate and includes a loading of 8.33% of the minimum rate in accordance with clause 7.5		

C.2.2 Casual snowsports instructors

Classification	Snowsports Instructor hourly rate
	\$
Instructor Category A	33.58
Instructor Category B	30.19
Instructor Category C	26.84
Instructor Category D	23.46
Instructor Category E	22.34

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Schedule D—Summary of Monetary Allowances

See clause 15 for full details of allowances payable under this award.

D.1 Wage related allowances

The wage related allowances in clause 15.2 of this award are based on the standard rate as defined in Schedule H as the minimum seasonal hourly rate for a Resort Worker Level 2 (seasonal) in clause 13.1 = 19.53

Allowance	Clause	% of <u>standard rate</u> \$19.53	\$ per shift
Sewerage treatment plant allowance	15.2(a)	45.0	8.79

D.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

D.2 Expense related allowances

The expense related allowances in this award will be payable to employees in accordance with clause 15.3:

Allowance	Clause	\$
Meal allowance—overtime for more than two hours without notice	15.3(a)	12.05 per occasion
Boot allowance—specific footwear not supplied	15.3(b)	0.16 per hour
Equipment allowance	15.3(c)	0.33 per hour
Airfare reimbursement—Snowsports Instructors—Categories A, B or C	15.3(e)	Up to 799.00 per occasion

D.3 Adjustment of allowances

D.3.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Boot and equipment allowances	Clothing and footwear group
Airfare reimbursement	Domestic holiday travel and accommodation sub-group

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Schedule E—National Training Wage

E.1 Title

This is the *National Training Wage Schedule*.

E.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (c) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (d) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (e) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

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

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

E.3 Coverage

E.3.1 Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.

E.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.

E.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify “any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997” that they consider should not be covered by this Schedule.

E.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

E.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

E.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

E.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

E.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

E.5 Minimum Wages

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	287.90	317.10	377.80
Plus 1 year out of school	317.10	377.80	439.60
Plus 2 years out of school	377.80	439.60	511.60
Plus 3 years out of school	439.60	511.60	585.80
Plus 4 years out of school	511.60	585.80	
Plus 5 or more years out of school	585.80		

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	287.90	317.10	367.60
Plus 1 year out of school	317.10	367.60	422.80
Plus 2 years out of school	367.60	422.80	495.80
Plus 3 years out of school	422.80	495.80	565.60
Plus 4 years out of school	495.80	565.60	
Plus 5 or more years out of school	565.60		

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	287.90	317.10	367.60
Plus 1 year out of school	317.10	367.60	413.80
Plus 2 years out of school	367.60	413.80	462.20
Plus 3 years out of school	413.80	462.20	515.00
Plus 4 years out of school	462.20	515.00	
Plus 5 or more years out of school	515.00		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	608.30	631.90
Wage Level B	586.90	609.50
Wage Level C	534.10	554.30

E.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.43
Plus 1 year out of school	10.44	12.43	14.47
Plus 2 years out of school	12.43	14.47	16.83
Plus 3 years out of school	14.47	16.83	19.26
Plus 4 years out of school	16.83	19.26	
Plus 5 or more years out of school	19.26		

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.10
Plus 1 year out of school	10.44	12.10	13.91
Plus 2 years out of school	12.10	13.91	16.32
Plus 3 years out of school	13.91	16.32	18.61
Plus 4 years out of school	16.32	18.61	
Plus 5 or more years out of school	18.61		

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.10
Plus 1 year out of school	10.44	12.10	13.61
Plus 2 years out of school	12.10	13.61	15.20

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of school	13.61	15.20	16.94
Plus 4 years out of school	15.20	16.94	
Plus 5 or more years out of school	16.94		

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.47	10.44

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	20.01	20.79
Wage Level B	19.29	20.04
Wage Level C	17.57	18.24

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this

schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

- E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

- E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

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E.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

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

E.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

E.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II

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Training package	AQF certificate level
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

E.7.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

Schedule F—Supported Wage System

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

F.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

F.3 Eligibility criteria

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

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

F.4 Supported wage rates

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

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

F.4.2 Provided that the minimum amount payable must be not less than \$80 per week.

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

F.5 Assessment of capacity

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

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

F.6 Lodgement of SWS wage assessment agreement

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

F.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

F.7 Review of assessment

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

F.8 Other terms and conditions of employment

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

F.9 Workplace adjustment

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

F.10 Trial period

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

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

F.10.3 The minimum amount payable to the employee during the trial period must be no less than \$80 per week.

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

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

Schedule G—School-based Apprentices

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

Schedule H—Definitions

In this award, unless the contrary intention appears:

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

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

alpine resort means an establishment whose business, among other things, includes alpine lifting

applicable hourly rate means the relevant rate for the classification the employee is working under as set out in clause 13—Minimum wages

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

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

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

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

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

shiftworker means an employee who:

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

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small business employer is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act.

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

standard rate means the minimum seasonal hourly rate for a Resort Worker Level 2 (seasonal) in clause 13.1

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