

The Exposure Draft was first published on 11 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
9 October 2014	Correct minor technical and drafting errors	7.4, 10.1, 20, Schedule C, Schedule F
2 February 2015	Incorporate changes resulting from [2014] FWCFB 9412	1, 2, 5, 6, 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, Schedule D, Schedule E, Schedule F
	Incorporate changes resulting from [2014] FWCFB 9412	1.2, 1.6 and 3.6.
	Incorporates changes resulting from [2015] FWCFB 4658	1, 10, 15, Schedule A, Schedule F
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579827 , PR579561 and PR581528	10, 11, Schedule A, Schedule B, Schedule C, Schedule D
9 September 2016	Incorporate changes resulting from PR580863	Schedule E
	Incorporate changes resulting from PR583052	15, Schedule G, Schedule H
	Incorporate changes resulting from PR584135	14.7, Schedule I
	Incorporate changes proposed by agreement of parties see Parties' joint report to the Full Bench 25 April 2015	6.5(c), 8.1(b), 8.1(d), 11.2(c), 11.3(a), 14.8, B.3
	To correct error	14.7
13 June 2017	Incorporate changes resulting from PR588740	15.3, 15.4, 15.5
	Note added	Schedule A

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT

Premixed Concrete Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Premixed Concrete Award 2010* (*Premixed Concrete Award*) as at 11 September 2014. This exposure draft does not seek to amend any entitlements under the Premixed Concrete 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 [AM2014/83](#). 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.

Table of Contents

	Page
Part 1— Application and Operation	4
1. Title and commencement.....	4
2. The National Employment Standards and this award.....	4
3. Coverage	4
4. Award flexibility.....	5
5. Facilitative provisions.....	7
Part 2— Types of Employment and Classifications	7
6. Types of employment	7
7. Classifications	9
Part 3— Hours of Work	10
8. Ordinary hours of work and rostering.....	10
9. Breaks	12
Part 4— Wages and Allowances	12
10. Minimum wages	12
11. Allowances.....	14
12. Superannuation	17
Part 5— Penalties and Overtime	18
13. Penalty rates.....	18
14. Overtime	19
Part 6— Leave, Public Holidays and Other NES Entitlements.....	22
15. Annual leave	22
16. Personal/carer's leave and compassionate leave	26
17. Parental leave and related entitlements.....	26
18. Public holidays.....	27
19. Community service leave.....	27
20. Termination of employment	27
21. Redundancy	27
Part 7— Consultation and Dispute Resolution	28
22. Consultation	28

23.	Dispute resolution.....	29
Schedule A —Summary of Hourly Rates of Pay		31
Schedule B —Summary of Monetary Allowances.....		34
Schedule C —Supported Wage System.....		36
Schedule D —National Training Wage		39
Schedule E —2016 Part-day public holidays		49
Schedule F —Definitions.....		51
Schedule G —Agreement to Take Annual Leave in Advance.....		52
Schedule H —Agreement to Cash Out Annual Leave		53
Schedule I —Agreement for Time Off Instead of Payment for Overtime		54

Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Premixed Concrete Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule F—Definitions sets out definitions that apply in this award.
- 1.5 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.
- 1.6 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- 2.3 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the premixed concrete industry and their employees in the classifications listed in clause 7—Classifications to the exclusion of any other modern award.
- 3.2 **Premixed concrete industry** means the industry of premixed concrete manufacturing. **Premixed concrete** means a mixture of cement and/or aggregates and/or water and/or such materials as may be specified for delivery to the purchaser ready for use.

- 3.3** This award does not cover employers and their employees in the on-site building, engineering and civil construction industry, covered by the *Building and Construction General On-site Award 2015*.
- 3.4** 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.
- 3.5** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those 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.
- 3.6** This award does not cover:
- (a)** an employee excluded from award coverage by *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.
- 3.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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 employee and the majority of employees in the enterprise or part of the enterprise concerned.
- 5.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
8.1	Ordinary hours and roster cycles	The majority of employees
8.7	Accumulation of rostered days off	An individual
9.4(a)	Scheduling of meal breaks and rest breaks	An individual
14.7	Time off instead of payment for overtime	An individual
15.7	Annual leave in advance	An individual
18.3	Substitution of public holidays by agreement	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

- 6.1** Employees will be employed in one of the following categories:
 - (a) full-time;
 - (b) part-time; or
 - (c) casual.
- 6.2** An employer must inform each employee in writing whether they are to be full-time, part-time or casual at the time of engagement.
- 6.3** **Full-time employees**

A full-time employee is engaged to work an average of 38 ordinary hours per week.
- 6.4** **Part-time employees**
 - (a) A part-time employee:

- (i) is engaged to work less than 38 ordinary hours per week; and
 - (ii) works a regular number of ordinary hours each week.
- (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 hours worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times on each day.
- (c) Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.
- (d) The agreement and variation will be retained by the employer and a copy will be given to the employee.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any rostered day/shift.
- (f) A part-time employee employed under clause 6.4 will be paid for ordinary hours worked at the ordinary hourly rate for their classification in clause 7—Classifications.

6.5 Casual employees

- (a) A casual employee is an employee who is engaged and paid as a casual employee.

Casual loading

- (b) For each ordinary hour worked, a casual employee must be paid:
- (i) the ordinary hourly rate for the classification in which they are employed; and
 - (ii) a loading of 25% of the ordinary hourly rate for the classification in which they are employed.
- (c) ~~The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.~~
- (d) A casual employee must be paid for a minimum of three hours on each day the employee is employed.

6.6 Casual conversion

- (a) An **eligible casual employee** is a casual employee:
- who works on a regular and systematic basis;
 - who is employed under this award for a sequence of periods over 12 months; and
 - whose employment is to continue beyond the period of 12 months.

- (b) 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.
- (c) Where the employee requests to have their employment converted, the employer will advise in writing whether they consent or refuse the election within four weeks of receiving the request.
- (d) Where such conversion occurs, the details will be recorded in writing.
- (e) 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.

7. Classifications

- 7.1** All employees covered by this award must be classified according to the structure set out in clause 7.4.
- 7.2** Employers must advise their employees in writing of their classification and any changes to their classification.
- 7.3** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

7.4 Classification definitions

(a) Level 1

An employee without industry skills, training to be a batcher, allocator, tester or plant assistant. An employee may work at this level for up to six months.

(b) Level 2

An employee responsible for materials handling, labouring, cleaning, casual operation of the batching plant, operation of associated plant including front end loader driver, and/or plant servicing/basic maintenance.

(c) Level 3

(i) All duties of a Level 2 employee.

(ii) Primary task of operating batch plant, including a plant with computerised batching requiring use of keyboard.

(iii) Includes employees engaged in testing of concrete in any laboratory, or as required, on any site away from the laboratory on work in or in connection with or incidental to the sampling or testing and/or sampling and testing of concrete.

(d) Level 4

All duties of a Level 3 employee and performs batching and dispatching as the primary task.

(e) Level 5

(i) All duties of a Level 4 employee.

- (ii) Batching plant worker in charge of a plant regularly required to perform two or more of the following functions:
- nominate starting and/or finishing times for the employees and subcontract drivers working at, or from, the plant concerned and accept responsibility for employees' and sub-contractors' time sheets being completed correctly;
 - accept responsibility for ordering raw materials and/or arranging maintenance and/or repairs to equipment from sources outside the company;
 - exercise discretion as to the provisions of credit or acceptance of cheques;
 - accept responsibility for ensuring availability of trucks including authorisation of truck hire; and
 - approval of waiting time logs, accept responsibility and banking of monies received.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours and roster cycles

- (a) Ordinary hours for employees other than shiftworkers are worked between 6.00 am and 6.00 pm, Monday to Friday. The employer and the majority of the employees in the section or sections of the operation may agree to vary the spread of hours in this subclause.
- (b) Ordinary hours for employees who are shiftworkers are worked between Monday to Friday inclusive.
- (c) The ordinary hours of work for a full-time employee are an average of 38 hours per week as directed by the employer.
- (d) The ordinary hours of work for a part-time employee will be in accordance with clauses 6—Types of employment and 8.1(a).
- (e) Unless the employer and the majority of the employees in the section or sections of the operation agree, an employee's ordinary hours of work must not exceed 10 hours on any day.

8.2 Rosters

- (a) The employer must give an employee a roster for working their ordinary hours at least seven days in advance.
- (b) If due to unforeseen circumstances the employer needs to change an employee's roster to keep the operation operating effectively, the employer may change the employee's roster upon giving the employee no less than notice on the previous day of the change.

- (c) For the purpose of clause 8.2(b), **unforeseen circumstances** means circumstances outside the control of the employer which the employer would not ordinarily have had the opportunity to plan for in advance.
- (d) If the employee is a shiftworker and is given less than seven days' notice of a change to the employee's roster under clause 8.2(b), the employee will continue to be paid the shift penalties that would have otherwise been payable under clause 13 for the balance of the seven day notice period, even if the employee is transferred to day work.

8.3 Method of arranging ordinary hours

The method of working the 38 hour week will be arranged by the employer fixing a roster:

- (a) with one work day in the fourth week of a four week work cycle as a rostered day off on which the employee will be off work;
- (b) with two half days on which the employee may be rostered off during a particular four week work cycle;
- (c) for the employee to work their 38 ordinary hours each week in a fortnight, such that the employee is rostered off work for one day each fortnight; or
- (d) for the employee to work less than eight ordinary hours on each day.

8.4 Rostered days off

Rostered days off will be taken as a paid day off.

8.5 Rostered days off on public holidays

When a rostered day off falls on a public holiday as prescribed in clause 18, the next working day will be taken instead of the rostered day off unless an alternate day is agreed to between the employee and the employer.

8.6 Rostered day off accrual

Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for the purposes of accruing a rostered day off.

8.7 Accumulation of rostered days off

Rostered days off may be:

- (i) accumulated for a specific purpose (taking with annual leave etc.) and taken at a time agreed by the employee and the employer (such agreement to be made in writing); or
- (ii) accumulated for no specific purpose in which case they will:
 - be taken on at least 24 hours' notice on a day that does not disrupt the satisfactory operation of the operation; or
 - by agreement between the employer and employee, be paid out by the employer to the employee at the rate of 7.6 ordinary hours pay per rostered day off accumulated but not taken as at 31 January each year.

9. Breaks

9.1 Unpaid meal breaks—employees other than shiftworkers

An employee is entitled to an unpaid meal break of not less than 30 minutes to be taken no later than five ordinary hours after starting work. The employer and an employee may agree that the employee will work up to six ordinary hours before taking a break.

9.2 Paid meal breaks—shiftworkers

Shiftworkers must be allowed a 30 minute paid meal break during each shift, which will be counted as time worked.

9.3 Paid rest breaks

- (a) An employee must be given a paid rest break of 10 minutes each day.
- (b) The employer may require a shiftworker to combine the paid rest break with the paid meal break allowed under clause 9.2 as a 40 minute paid meal break.

9.4 Scheduling of meal breaks and rest breaks

- (a) Subject to clauses 9.1 and 9.3, the time of taking a scheduled meal break or rest break may be altered:
 - by agreement between an employee and the employer; or
 - by the employer if it is necessary to maintain continuity of operations.
- (b) The employer may stagger the time of taking a meal break or rest break to meet operational requirements.

9.5 Working through a meal break

Where an employee who works during a meal break at the employer's request is unable to take a meal break as prescribed, the employee will be paid at:

- (a) 200% of the ordinary hourly rate for the time worked during the meal break on any day Monday to Friday inclusive; or
- (b) 300% of the ordinary hourly rate for the time worked during the meal break on Saturdays, Sundays and public holidays.

9.6 Breaks during or after overtime

See clause 14 for arrangements for breaks during and after overtime.

Part 4—Wages and Allowances

10. Minimum wages

10.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Level 1	691.80	18.21
Level 2	698.00	18.37
Level 3	722.80	19.02
Level 4	743.30	19.56
Level 5	783.30	20.61

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

10.2 Payment of wages

- (a) Wages (including overtime, any penalties and allowances) must be paid weekly or, by agreement between the employer and the employee fortnightly.
- (b) An employer may pay an employee's wages by electronic funds transfer (EFT) into a bank or financial institution nominated by the employee or by cash or cheque.
- (c) If payment is by cash or cheque, wages will be paid during ordinary working hours.
- (d) When an employee is paid by way of EFT and their wages are not in their nominated account on the designated pay day the employer, if requested to do so by the employee, must provide their wages in cash by conclusion of the next day's shift.

10.3 Higher duties

- (a) An employee required by the employer to perform the work of a higher classification level for more than two hours, must be paid for all work done on that day, the ordinary hourly rate applicable for that higher level.
- (b) An employee required by the employer to perform the work of a higher classification level for less than two hours, must be paid the higher rate for the actual time worked at that higher level.

10.4 Supported wage system

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

10.5 National training wage

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

11. Allowances

11.1 Allowance rates

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

11.2 Wage related allowances

(a) All purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on leave. The following allowances are paid for all purposes under this award:

- (i) industry disability allowance (clause 11.2(b))
- (ii) leading hand allowance (clause 11.2(c))
- (iii) first aid allowance (clause 11.2(d))

(b) Industry disability allowance

An industry allowance of **\$22.41** per week is payable to an employee for all disabilities associated with work in the premixed concrete industry. This amount will be paid to all employees engaged in work specified in this award and is payable for all purposes.

(c) Leading hand allowance

- (i) A leading hand allowance is payable to an employee performing work as a leading hand or who is in charge of the plant as follows:

In charge of	\$ per week
23–5 employees and/or delivery vehicles	26.96
6–10 employees and/or delivery vehicles	30.00
More than 10 employees and/or delivery vehicles	40.77

- (ii) This allowance will be paid for all purposes.

(d) First aid allowance

A first aid allowance of **\$14.09** per week is payable to an employee who has been trained to provide first aid and who holds appropriate first aid qualifications (such as a certificate from St John Ambulance or a similar body) and is appointed by their employer to perform first aid duty. This amount will be paid for all purposes of this award.

11.3 Expense related allowances

(a) Meal allowance for overtime

- (i) A meal allowance of **\$14.80 per meal** is payable to an employee who is required to work two or more hours beyond the employee's normal finishing time. The employee will be entitled to this meal allowance again six hours or more after their normal finishing time and every four hours after that while they are continuing to work.
- (ii) If the employee is notified of the requirement to work overtime but the employee is not called upon to work that overtime, the employee must be paid the amount provided in clause 11.3(a)(i).

(b) Vehicle allowance

A vehicle allowance of **\$0.78** per km is payable to an employee who is directed by the employer to use the employee's own private vehicle for any purpose during working hours.

(c) Protective clothing and equipment

(i) Clothing issue

- Each employee must be provided with two pairs of appropriate overalls or trousers/shirt or shorts/shirt combinations per annum free of charge.
- Each employee must be provided with a maximum of two pairs of safety boots/shoes per annum on a one pair for one pair replacement basis.
- Any other article of protective clothing that is required must be provided by the employer and must be worn.
- The employer must replace such articles when, in the opinion of the employer, they are no longer in a serviceable condition, but no employee will be entitled to a replacement unless they return the corresponding article issued to them. If the article is lost or misplaced by the employee to whom it was issued, the employee must pay a reasonable price for the article.
- The articles supplied in accordance with this subclause will remain the property of the employer.

(ii) Prescription case hardened lenses

An employer who requires an employee to have their prescription lenses case hardened must pay for the cost of such case hardening.

(iii) Replacement of damaged personal articles

An employer must compensate an employee to the extent of the damage sustained where, in the course of undertaking their work, the employee's clothing (other than that referred to in clause 11.3(c)(i)), spectacles, hearing aids or tools are damaged or destroyed by fire, molten metal or through the use of corrosive substances.

(d) Travel, board and lodging

(i) Temporary transfer

Employees temporarily transferred from their usual place of employment to another location must be paid at the ordinary hourly rate for all time in excess of that usually spent in travelling to their place of employment. When required to use their private vehicle an employee must be paid an allowance as set out in clause 11.3(b) for all distance travelled in excess of that usually travelled to their place of employment.

(ii) Permanent change in locality

An employee:

- employed in one locality to work in another; or
- sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence;

must be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months. In cases where the employee is in the process of buying a place of residence in the new locality, expenses will be paid for a period not exceeding six months. Expenses will cease to be paid after the employee has taken up permanent residence at the new location.

(iii) Temporary change in locality

An employee sent from their usual locality to another (in circumstances other than those prescribed in clause 11.3(d)(ii)) and required to remain away from their usual residence must be paid travelling time whilst necessarily travelling between such localities and such expenses incurred whilst so absent from their usual locality.

(iv) Rate for travelling time

The rate of pay for travelling time will be the ordinary hourly rate, except on Sundays and public holidays when it will be 150% of the ordinary hourly rate.

(v) Maximum travel time

The maximum travelling time to be paid will be 12 hours out of every 24 or when a sleeping berth is provided by the employer for all night travel, eight hours out of every 24.

(vi) Meaning of expense

Expense for the purpose of clause 11.3(d) means:

- all fares reasonably incurred;
- reasonable expenses incurred whilst travelling, including the amount of **\$14.80** for each meal taken; and

- the provision of reasonable board and lodging, or an allowance of **\$516.31** per week of seven days or **\$72.66** per day to cover the cost incurred for board and lodging.

12. Superannuation

12.1 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.

12.2 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.

12.3 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 12.2.
- (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 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or 12.3(b), to one of the following superannuation funds or its successor:

- (a) CareSuper;

- (b) Westscheme;
- (c) 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
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

13. Penalty rates

- 13.1** An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods.

Ordinary hours worked:		Penalty rate	Casual penalty rate (includes casual loading)
		% of ordinary hourly rate	
Ordinary hours—no penalty rate	See clause 8.1.	100%	125%
Public holiday	All hours on a public holiday	250%	275%
Shiftworkers			
Afternoon	Any shift finishing after 6.00 pm and at or before midnight	115%	140%
Night	Any shift finishing after midnight and at or before 8.00 am	115%	140%
Permanent night shift		130%	155%
Public holiday	Any shift where all or part of the shift is on a public holiday	250%	275%

See Schedule A for a summary of rates of pay including penalties.

- 13.2** Penalty rates are not payable for overtime hours worked by the employee.

14. Overtime

14.1 Definition of overtime

- (a) For a full-time or casual employee (including a shiftworker), overtime is any time worked:
 - (i) in excess of an average of 38 hours ordinary hours per week; and/or
 - (ii) outside of the employee's ordinary hours.
- (b) For a part-time employee, hours worked in excess of the employee's ordinary hours (agreed in accordance with clause 6.4) will be paid at overtime rates.

14.2 Overtime rates

Where an employee works overtime the employer must pay to the employee the overtime rates as follows:

For overtime worked on	Overtime rate	Casual overtime rate (includes casual loading)	Minimum payment
	% of ordinary hourly rate		
Monday to Friday—first 2 hours	150%	175%	–
Monday to Friday—after 2 hours	200%	225%	–
Saturday—first 2 hours	150%	175%	4 hours
Saturday—after 2 hours	200%	225%	4 hours
Sunday all day	200%	225%	4 hours

See Schedule A for a summary of overtime rates.

14.3 Day stands alone

Except as provided in clause 14.4, in computing overtime each day's work will stand alone.

14.4 Minimum break between shifts

- (a) Where overtime work is necessary and it is practical to do so, an employee will have at least 10 consecutive hours off duty between the work of successive days.
- (b) Where, after working overtime, an employee has not had at least 10 consecutive hours break between shifts, the employee must be released until the employee has ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the direction of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at 200% of the ordinary hourly rate until released from duty for 10 consecutive hours. The employee is entitled to be absent until they have had

10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

14.5 Minimum break between shifts—shiftworkers

Clause 14.4 will apply in the case of shiftworkers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shiftworker does not report for duty.

14.6 Recall and stand-by

- (a) An employee recalled to work overtime after leaving the operation (whether notified before or after leaving the operation) must be paid for a minimum of four hours at the appropriate rate each time the employee is recalled. Where the employee is required to stand by, the employee must be paid for a minimum of three hours at the appropriate overtime rate.
- (b) Clause 14.6 will not apply in cases where it is customary for the employee to return to the operation to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with finishing or starting ordinary working time.
- (c) Overtime worked in the circumstances set out in clause 14.6(a), will not be regarded as overtime for the purposes of clause 14.8—Overtime breaks when the actual time worked by the employee is less than three hours on each such recall.
- (d) If the employee is directed to hold themselves in readiness to work after their ordinary hours the employee must be paid stand-by time, at the ordinary hourly rate of pay, until released.

14.7 amended to correct error

14.7 Time off instead of overtime payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 14.7
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 14.7 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 14.7 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:

- (i) within the period of 6 months after the overtime is worked; and
- (ii) at a time or times within that period of 6 months agreed by the employee and employer.

- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 14.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (h) The employer must keep a copy of any agreement under clause 14.7 as an employee record.

- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 14.7 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 14.7 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.7.

14.8 Overtime breaks

If an employee is required to work overtime for two hours after the employee's normal ceasing time the employee must be provided with a 30 minute ~~meal~~ break without loss of pay, and an additional ~~meal~~ break for each four hours thereafter, provided that overtime work continues after any such ~~meal~~ break.

14.9 Weekend overtime breaks

Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, the employee must be given a paid meal break of 30 minutes between 12 noon and 1.00 pm, provided that the work continues after the meal break.

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

15 amended in accordance with [PR588740](#)

15.1 Annual leave is provided for in the NES.

15.2 Seven day shiftworkers

- (a) In addition to the leave provided for in the NES, shiftworkers who are rostered to work regularly on Sundays and public holidays will be allowed an additional one week's leave;
- (b) If, during the year of employment, an employee has served for only a portion of it as a seven day shiftworker, the additional leave will be one day for every 36 ordinary shifts worked as a seven day shiftworker.

15.3 Excessive leave accruals: general provision

Note: Clauses 15.3 to 15.5 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 15.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- (d) Clause 15.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.3(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.3, 15.4 or 15.5 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 15.4(b)(i).

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

15.5 Excessive leave accruals: request by employee for leave

- (a) Clause 15.5 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 15.3(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

- (ii) the employee has not been given a direction under clause 15.4(a) that, when any other paid annual leave arrangements (whether made under clause 15.3, 15.4 or 15.5 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.3, 15.4 or 15.5 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause **Error! Reference source not found.**) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

15.6 Close-down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month's notice in writing of an intention to apply the provisions of this clause.
- (b) In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.
- (c) Where an employee has been given notice pursuant to clauses 15.6(a) or 15.6(b) and the employee has:
 - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
 - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (d) Public holidays that fall within the period of close-down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

15.7 Annual leave in advance

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

Note: An example of the type of agreement required by clause 15.7 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 15.7 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

15.8 Payment for annual leave

- (a) Before the start of an employee's annual leave the employer must pay the employee:
 - (i) instead of the base rate of pay referred to in [s.90\(1\)](#) of the Act, the amount the employee would have earned for working their normal hours, exclusive of overtime or other penalties or premiums, had they not been on leave; and
 - (ii) whichever is the greater of:
 - a loading of 17.5% of the employee's minimum weekly rate prescribed in clause 10; or
 - if the employee is a shiftworker prior to taking leave, their shift penalties.

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

15.9 Electronic funds transfer (EFT) payment of annual leave

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

15.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.10 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 15.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.10.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.10.

Note 3: An example of the type of agreement required by clause 15.10 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

16. Personal/carer's leave and compassionate leave

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

17. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

18. Public holidays

18.1 Public holidays are provided for in the NES.

18.2 Where an employee works on a public holiday they will be paid in accordance with clause 13.1.

18.3 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.

18.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule E—2016 Part-day public holidays.

19. Community service leave

Community service leave is provided for in the NES.

20. Termination of employment

20.1 Notice of termination is provided for in the NES.

20.2 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 on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies 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.

20.3 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.

21. Redundancy

21.1 Redundancy pay is provided for in the NES.

21.2 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.

21.3 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.

21.4 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 20.3.

Part 7—Consultation and Dispute Resolution

22. Consultation

22.1 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 22.1(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 22.1(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.

22.2 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.

23. Dispute resolution

- 23.1 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.
- 23.2 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 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** 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.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** 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.

Schedule A—Summary of Hourly Rates of Pay

Note added to the tables.

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

A.1 Full-time and part-time employees

- A.1.1 Ordinary hourly rate** includes the industry allowance (clause 11.2(b)) which is payable for all purposes.
- A.1.2** Where an additional allowance is payable for all purposes in accordance with clause 11.2(a), this forms part of the employee's ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.
- A.1.3 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates**

	Monday to Friday	Public holiday
	% of ordinary hourly rate ¹	
	100%	250%
	\$	\$
Level 1	18.80	47.00
Level 2	18.96	47.40
Level 3	19.61	49.03
Level 4	20.15	50.38
Level 5	21.20	53.00

¹**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.1.4 Full-time and part-time shiftworkers—ordinary and penalty rates

	Day work	Afternoon	Night	Permanent night shift	Public holiday
	% of ordinary hourly rate ¹				
	100%	115%	115%	130%	250%
	\$	\$	\$	\$	\$
Level 1	18.80	21.62	21.62	24.44	47.00
Level 2	18.96	21.80	21.80	24.65	47.40
Level 3	19.61	22.55	22.55	25.49	49.03
Level 4	20.15	23.17	23.17	26.20	50.38
Level 5	21.20	24.38	24.38	27.56	53.00

¹**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.1.5 Full-time and part-time shiftworkers and non-shiftworkers—overtime rates

	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday
	% of ordinary hourly rate ¹				
	150%	200%	150%	200%	200%
	\$	\$	\$	\$	\$
Level 1	28.20	37.60	28.20	37.60	37.60
Level 2	28.44	37.92	28.44	37.92	37.92
Level 3	29.42	39.22	29.42	39.22	39.22
Level 4	30.23	40.30	30.23	40.30	40.30
Level 5	31.80	42.40	31.80	42.40	42.40

¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.2 Casual employees

A.2.1 Casual employees other than shiftworkers—ordinary and penalty rates

	Day work	Public holiday
	% of ordinary hourly rate ¹	
	125%	275%
	\$	\$
Level 1	23.50	51.70
Level 2	23.70	52.14
Level 3	24.51	53.93
Level 4	25.19	55.41
Level 5	26.50	58.30

¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.2.2 Casual shiftworkers—ordinary and penalty rates

	Day work	Afternoon	Night	Permanent night shift	Public holiday
	% of ordinary hourly rate ¹				
	125%	140%	140%	155%	275%
	\$	\$	\$	\$	\$
Level 1	23.50	26.32	26.32	29.14	51.70
Level 2	23.70	26.54	26.54	29.39	52.14
Level 3	24.51	27.45	27.45	30.40	53.93
Level 4	25.19	28.21	28.21	31.23	55.41
Level 5	26.50	29.68	29.68	32.86	58.30

¹Ordinary hourly rate includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

A.2.3 Casual shiftworkers and non-shiftworkers—overtime rates

	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday
% of ordinary hourly rate¹					
	175%	225%	175%	225%	225%
	\$	\$	\$	\$	\$
Level 1	32.90	42.30	32.90	42.30	42.30
Level 2	33.18	42.66	33.18	42.66	42.66
Level 3	34.32	44.12	34.32	44.12	44.12
Level 4	35.26	45.34	35.26	45.34	45.34
Level 5	37.10	47.70	37.10	47.70	47.70

¹**Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all purpose allowances applicable need to be added to these rates.

Schedule B—Summary of Monetary Allowances

See clause 11—Allowances for full details of allowances payable under this award.

B.1 Wage related allowances:

The wage related allowances in this award are based on the [standard rate](#) as defined in Schedule F as the minimum weekly wage for Level 3 in clause 10.1 = **\$722.80**

Allowance	Clause	% of standard rate (\$722.80)	\$ per week unless stated otherwise
Industry disability allowance ¹	11.2(a)	3.10	22.41
Leading hand allowance ¹	11.2(c)		
2 to 5 employees and/or delivery vehicles		3.73	26.96
6 to 10 employees and/or delivery vehicles		4.15	30.00
More than 10 employees and/or delivery vehicles		5.64	40.77
First aid allowance ¹	11.2(d)	1.95	14.09

¹ This allowance applies for all purposes

B.2 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.

B.3 Expense related allowances

Allowance	Clause	\$
Meal allowance—overtime	11.3	14.80 per meal
Vehicle allowance	11.3(b)	0.78 per km
Travel, board and lodging	11.3(d)(iv)	
Meals		14.80 per meal
Board and lodging—per week		516.31 per week of seven days
Board and lodging—per day		72.66 per day

B.4 Adjustment of expense related allowances

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.

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

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group
Travel, board and lodging	Domestic holiday travel and accommodation sub-group

Schedule C—Supported Wage System

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

C.2 In this schedule:

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

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

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

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

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

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

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

C.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 C.5)	Relevant minimum wage
%	%
10	10
20	20

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

- C.4.2** Provided that the minimum amount payable must be not less than \$82 per week.
- C.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

- C.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.
- C.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.

C.6 Lodgement of SWS wage assessment agreement

- C.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.
- C.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.

C.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.

C.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.

C.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.

C.10 Trial period

- C.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.
- C.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.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.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 C.5.

Schedule D—National Training Wage

This schedule is being reviewed in matter [AM2016/17](#)

D.1 Title

This is the *National Training Wage Schedule*.

D.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:

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

D.3 Coverage

D.3.1 Subject to clauses D.3.2 to D.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 D.7 to this schedule or by clause D.5.4 of this schedule.

D.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 D.7 to this schedule.

D.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.

D.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.

D.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.

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

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

D.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.

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.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 D.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause D.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 D.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause D.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 D.7.3 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

- (i)** Subject to clause D.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 D.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	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.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 D.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses D.5.2(f) and D.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 D.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.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 D.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.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 D.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

- (i)** Subject to clauses D.5.2(f) and D.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 D.5.2(f) and D.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	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(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 D.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 D.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 D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.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.

D.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 D.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.

D.6 Employment conditions

- D.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.
- D.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.
- D.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 D.5.2(f)(ii) and not by this clause.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

D.7 Allocation of Traineeships to Wage Levels

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

D.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 (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
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

Training package	AQF certificate level
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

D.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
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

Training package	AQF certificate level
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

D.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 E—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

E.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

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

This schedule is an interim provision and subject to further review.

Schedule F—Definitions

In this award, unless the contrary intention appears:

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

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave (see clause 11.2)

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)

leading hand means an employee who is required to supervise, direct or to be in charge of another employee or employees

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

NES means the National Employment Standards as contained in [ss.59 to 131](#) of the Act

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

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

ordinary hourly rate means the hourly rate for an employee's classification specified in clause 10, inclusive of the industry allowance. Where an employee is entitled to an additional all purpose allowance, this allowance forms part of that employee's ordinary hourly rate.

Should the award include a definition for permanent night shift? Permanent night shift is used in clause 13.1 but it is not defined.

premixed concrete industry means the industry of premixed concrete manufacturing

premixed concrete means a mixture of cement and/or aggregates and/or water and/or such materials as may be specified for delivery to the purchaser ready for use

standard rate means the minimum weekly wage for Level 3 in clause 10 – Minimum wages

Schedule G—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____