

The Silviculture Award—Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 January 2016	Exposure Draft	
28 January 2016	Correct errors in rates tables	A.2.2, A.3
29 July 2016	Incorporate changes resulting from PR580863	Schedule E
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579805 , PR581528 and PR579545	10.1, 11.3, 11.4, 11.5, Schedule A, Schedule B, Schedule C, Schedule D
29 July 2016	Exposure Draft	
3 November 2017	Incorporate changes resulting from PR583076	5.2, 16, Schedule F, Schedule G
	Incorporate changes resulting from PR584154	5.2, 13.7, Schedule E
	Incorporate changes resulting from PR588651	10.5(c)(iii) deleted
	Incorporate changes resulting from PR588734	16.4, 16.5, 16.6
	Note added	Schedule A
	Incorporate changes resulting from [2017] FWCFB 3500 , PR592137 , PR592299 , PR592689	10, 11, Schedule A, Schedule B, Schedule C
	Incorporate changes resulting from [2017] FWCFB 3176 , PR593830	10.6, Schedule D
	Incorporate changes resulting from [2017] FWCFB 3541	6
	Incorporate changes resulting from [2017] FWCFB 3433	1, 3, 10, 25, Schedule I
	Incorporates changes resulting from [2017] FWCFB 5536	6.4(b), 6.5(b), 8.2, 9.2, 9.3(b), 11.4(b), 11.4(c), 11.4(d), 11.4(f)(i), 11.4(i)(ii), 11.6(a)(ii), 11.6(a)(i), 11.6(c)(iv), 13.3(a), 13.5(a)(ii), 14.11, 14.12(b), 14.12(c), 15.7(a)(iii), 15.11, 15.14, 25.6, A.2.1, A.2.3, A.3.1, A.3.2, A.3.3, A.4
	Correct error	Schedule I
Exposure Draft		

The Silviculture Award—Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
8 March 2019	Incorporate changes resulting from PR598110	Schedule H
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606365 , PR606521 , PR606630	10, 11, Schedule A, Schedule B, Schedule C
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609357	21
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700612 , PR700680	6.5(c), 6.6
	Incorporates changes resulting from PR701683	Schedule H
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701440	4A
	Administrative changes by Modern Awards team	10.5 (deleted), 10A
	Incorporates changes resulting from [2018] FWCFB 4735 , PR610063	10A
	Incorporates changes from [2018] FWCFB 1405 and [2018] FWCFB 6368	10.1, 10.2, 10.3(a), 11.3(b), 14.12, A.2.3, A.3.2, A.3.3, Schedule I
Incorporates changes from [2018] FWCFB 4704 ; PR610203	4, 22, 24, 24A, 0	

A text box indicates that the Exposure Draft has been amended.

Changes agreed to by parties appear in red text.

Underlined text indicates new text that is to be included as a result of a technical and drafting decision.

Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.

Changes resulting from a determination are incorporated without any underlined text or strikethrough text.

EXPOSURE DRAFT

Silviculture Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Silviculture Award 2010* as at 15 January 2016. This exposure draft does not seek to amend any entitlements under the Silviculture 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 [AM2014/244](#). 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.

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Silviculture Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 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 I—Definitions sets out definitions that apply in this award.
- 1.5 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 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 2.3 The employer must ensure that copies of the 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.

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the industry of silviculture and afforestation and their employees in the classifications listed in clause 7—Classifications to the exclusion of any other modern award.
- 3.2 For the purpose of this clause, **silviculture and afforestation** means planting, pruning, fertilising and any other activity in or in connection with the establishment or cultivation of trees in forests.
- 3.3 This award covers any employer which supplies labour on an on-hire basis in the industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.4 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry and those trainees engaged by a

group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award does not cover:

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

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

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

4. Individual flexibility arrangements

Clause 4 substituted in accordance with [PR610203](#).

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

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

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

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

4.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and

- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

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

4.6 An agreement must do all of the following:

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

4.7 An agreement must be:

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

4.8 Except as provided in clause 4.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

4.11 An agreement may be terminated:

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

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

4.12 An agreement terminated as mentioned in clause 4.11(b) ceases to have effect at the end of the period of notice required under that clause.

- 4.13** The right to make an agreement under clause 4 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

4A. Requests for flexible working arrangements

Clause 4A inserted in accordance with [PR701440](#).

4A.1 Employee may request change in working arrangements

Clause 4A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

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

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

Note 3: Clause 4A is an addition to s.65.

4A.2 Responding to the request

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

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

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

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

4A.3 What the written response must include if the employer refuses the request

Clause 4A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 4A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 4A.2, the written response under s.65(4) must:

- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

If the employer and the employee reached an agreement under clause 4A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

4A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 4A, can be dealt with under clause 25—Dispute resolution.

5. Facilitative provisions

5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

5.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
9.1(b)	Meal breaks	The majority of employees
9.5	Extension of breaks	The majority of employees
11.6(i)	Alternative paid day off procedure	An individual
13.7	Time off instead of payment for overtime	An individual
16.2	Annual leave in advance	An individual
16.9	Cashing out of annual leave	An individual

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;

- (b) part-time; or
- (c) casual.

6.2 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

6.3 Full-time employees

A full-time employee is an employee engaged as such who works an average of 38 hours per week.

6.4 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work less than 38 hours per week;
 - (ii) has predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day.
- (c) Any agreed variation to the regular pattern of work will be recorded in writing.
- (d) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (e) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

6.5 Casual employees

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

(b) Casual loading

For each hour worked, a casual employee must be paid at least:

- (i) the ordinary hourly rate; and
- (ii) a loading of **25%** of the ordinary hourly rate,
for the classification in which they are employed.

Clause 6.5(c) inserted in accordance with [PR700680](#).

- (c) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

6.6 Right to request casual conversion

Clause 6.6 inserted in accordance with [PR700612](#).

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 25. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 6.4(b).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

7. Classifications

For the definition of classifications in this award reference will be made to the following:

- 7.1 Silviculture and afforestation worker grade 1** means a labourer with less than three months' experience in the silviculture and afforestation industry.

- 7.2 Silviculture and afforestation worker grade 2** means an assistant powder monkey, axe person, chain person, tower person, an employee engaged in pruning, planting, and assessment, fertilising, thinning, fire guard, fire pump operator, pick and shovel and slasher operator, seed collector (fallen trees), tree lifting or the collection of field data (e.g. insect monitoring, survival counts, regeneration surveys, eagle nest searches, etc) or an employee not elsewhere classified.
- 7.3 Silviculture and afforestation worker grade 3** means a chainsaw operator, fencer fire guard (with certificate), patrol person, powder monkey, utility person, noxious weed employee, propagator, seed collector (standing trees), vermin destroyer, power driven portable saw operator, fire pump operator (with certificate), or an employee engaged in bushfire fighting and/or other fire suppression duties including tree felling as part of or as an incidental duty of firefighting or fire suppression activity.
- 7.4 Silviculture and afforestation worker grade 4** means a tool sharpener, tree climber, tree measurer, treemarkers or storeperson.
- 7.5 Silviculture and afforestation worker grade 5** means a storeperson in charge.
- 7.6 Silviculture and afforestation worker grade 6** means a tree measurer (in charge).

Part 3—Hours of Work

8. Ordinary hours of work and rostering

- 8.1** Ordinary hours are worked between 5.00 am and 5.00 pm, Monday to Friday.
- 8.2** Ordinary hours of work must not exceed an average of 38 hours per week over a work cycle agreed in accordance with clause 8.3.
- 8.3** Hours of work will be arranged in accordance with one or more of the methods set out below:
- (a) by employees working less than eight ordinary hours on each day;
 - (b) by employees working less than eight ordinary hours on one or more day each week;
 - (c) by fixing one week day on which all employees will be rostered off during a particular work cycle;
 - (d) by rostering employees off on various days of the week during each particular work cycle so that each employee has one week day off during each such cycle;
 - (e) by banking the days accrued to be taken as days off in accordance with clauses 8.3(c) and 8.3(d) to be taken at a time designated by management; or
 - (f) by any other method agreed between the employer and employee(s).
- 8.4** At each establishment an assessment should be made as to which method of implementation best suits that establishment and the proposal will be discussed with

employees concerned, the objective being to reach agreement on the method of implementation.

8.5 Employees may be required to work up to 10 ordinary hours per day.

8.6 Different methods of implementing the 38 hour week may be applied to various groups, individuals or sections of employees in the plant or establishment concerned.

8.7 Where the method of implementation adopted is in accordance with clauses 8.3(c), 8.3(d) or 8.3(e) the wages paid each week for ordinary hours will be paid so that in each week when 40 hours (or more) are worked, the time in excess of 38 hours will be kept in hand and paid to the employee in the pay week(s) that the rostered day(s) off occur(s); to enable an averaging of payments for ordinary time to occur over the particular work cycle.

8.8 Rostered day off falling on a public holiday

- (a) An employee entitled to a rostered day off (RDO) must not have that day off rostered on a holiday as specified in clause 20—Public holidays.
- (b) In the event that a public holiday is prescribed after notice is given to an employee of the taking of the RDO and the public holiday falls on the day the employee is to take off, the employer must allow the employee to take the day off on any alternative day where the employee is normally rostered to work ordinary hours.
- (c) Where an employee is sick or injured on the day rostered off in accordance with this clause, the employee will not be entitled to personal leave nor will the employee's personal leave entitlement be reduced as a result of such sickness or injury that day.

9. Breaks

9.1 Meal breaks

- (a) Employees must receive a break of at least 30 minutes within the first five hours of work.
- (b) By agreement with the majority of employees, the meal break may be shortened to not less than 20 minutes with a consequential adjustment to the daily time of finishing work.

9.2 Delayed meal breaks

An employee who is required to defer a meal break prescribed by clause 9.1 must be paid at **200%** of the rate applying immediately before the meal break was due until their meal break is taken.

9.3 Overtime crib breaks

- (a) An employee working overtime must be allowed a crib break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after such crib time.

- (b) An employee working at least one and a half hours of overtime must be allowed a crib break of 20 minutes before starting overtime after working ordinary hours (inclusive of time worked for accrual purposes in clause 8— Ordinary hours of work and rostering and clause 13.6) which will be paid at the rate applying immediately before commencing overtime.

9.4 Paid rest breaks

- (a) Two paid rest breaks of 7.5 minutes duration each must be allowed to employees on each day or shift.
- (b) The times for taking such rest breaks will be set by agreement between the employer and employees concerned.

9.5 Extension of breaks

- (a) The duration of any break prescribed by this clause may be extended by agreement between the employer and employees concerned.
- (b) The employer will not be required to pay for any such extension.

Part 4—Wages and Allowances

10. Minimum wages

Monetary amounts adjusted as a result of AWR 2018.
 Clause 10.1 amended in accordance with [\[2018\] FWCFB 1405](#) at [163].

10.1 Employees are entitled to the following minimum wages for the classification in which they are employed:

Classification	Minimum weekly wage rate \$	Minimum hourly wage rate \$	Actual-Ordinary weekly rate \$
Silviculture and afforestation worker grade 1	769.70	20.26	834.60
Silviculture and afforestation worker grade 2	799.80	21.05	865.60
Silviculture and afforestation worker grade 3	814.40	21.43	880.70
Silviculture and afforestation worker grade 4	834.20	21.95	901.10
Silviculture and afforestation worker grade 5	849.50	22.36	916.90
Silviculture and afforestation worker grade 6	856.60	22.54	924.20

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

Clause 10.3 amended in accordance with [\[2018\] FWCFB 1405](#) at [164].

10.2 ~~10.3 Actual weekly rate~~

~~The actual weekly rate will be calculated by:~~

- ~~• adding the amounts prescribed by clauses 10.1, 11.2 and 11.3(a); then~~
- ~~• multiplying this amount by 52; then~~
- ~~• dividing this amount by 50.4, rounded to nearest 10 cents.~~

10.3 ~~10.4 Pieceworkers~~

Clause 10.4(a) amended in accordance with [\[2018\] FWCFB 6368](#) at [137].

- (a) Employees may agree in writing to work on piecework rates. The piecework agreement must specify the applicable piecework rate which will be paid for all work performed under the piecework agreement. Provided that where an employee works on piecework rates, that employee must be paid at least the amount the employee would have received for time worked at the ordinary hourly rate for the relevant classification.
- (b) An employee working under a piecework rate agreement:
- (i) must not be disadvantaged in relation to their terms and conditions of employment;
 - (ii) has the option to unilaterally terminate a piecework agreement:
 - if the amount payable under the piecework agreement falls below the amount that they would otherwise have been entitled to using the wages and allowances provisions prescribed by this award; and
 - if this amount has not been reached for three consecutive shifts.
- (c) The employee must put their intention to terminate their piecework agreement in writing. The termination of the piecework agreement will then take effect 48 hours after the employer has been served with the written notice.
- (d) For the purpose of the [NES](#), the base rate of pay for a pieceworker is the base rate of pay as defined in the [NES](#).
- (e) For the purpose of the [NES](#), the full rate of pay for a pieceworker is the full rate of pay as defined in the [NES](#).

~~10.4~~ — ~~10.5 Payment of wages~~

Clause 10.5 renumbered as clause 10A

~~(a) — Method of payment~~

~~Employees must be paid their wages in cash, cheque or electronic funds transfer.~~

~~NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.~~

~~(b) Time of payment~~

- ~~(i) Employees must be paid their wages during ordinary hours of work on Thursday of each week or fortnight.~~
- ~~(ii) In any week in which a holiday falls on a Thursday or Friday employees must be paid on the preceding Wednesday.~~
- ~~(iii) Nothing will prevent any alternative mutual arrangement between an employer and an employee.~~
- ~~(iv) The employer must not keep more than two days' wages in hand.~~

~~(c) Payment on termination~~

- ~~(i) When notice of termination is given in accordance with the NES, all money due to the employee pursuant to this award must be paid at the time of termination.~~
- ~~(ii) Where this is not practicable, the employer must, within two clear working days of the termination, transfer all money due by electronic funds transfer or by registered post to the employee's home address.~~

10.4 10.6 Higher duties

- (a) An employee engaged for a total of more than four hours on any day or shift on duties carrying a higher rate than their usual classification must be paid the higher rate for the entire day or shift.
- (b) An employee engaged for four hours or less on any day or shift on duties carrying a higher rate than their ordinary classification must be paid the higher rate for the time worked at the higher classification.

10.5 10.7 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.

10.6 10.8 National training wage

Clause 10.8 varied by [PR606365](#).

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Silviculture Award 2016* and not the *Miscellaneous Award 2010*.

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

10A. Payment of wages

Clause 10.5 renumbered as clause 10A; Note moved; Clause 10A varied in accordance with [PR610063](#).

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

10A.1 Method of payment

Employees must be paid their wages in cash, cheque or electronic funds transfer.

10A.2 Time of payment

- (a) Employees must be paid their wages during ordinary hours of work on Thursday of each week or fortnight.
- (b) In any week in which a holiday falls on a Thursday or Friday employees must be paid on the preceding Wednesday.
- (c) Nothing will prevent any alternative mutual arrangement between an employer and an employee.
- (d) The employer must not keep more than two days' wages in hand.

10A.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

11. Allowances

Monetary amounts adjusted as a result of AWR 2018.

Employers must pay to an employee the allowances the employee is entitled to under this clause.

11.1 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 or loading or payment while they are on annual leave. The following allowances are paid for all purposes under this award:

- (a) special allowance (clause 11.2);
- (b) industry allowance (clause 11.3(a)).

11.2 Special allowance

In addition to the base rate specified in 10.1, employees will be paid each week a special allowance of **\$7.70**. This allowance is payable for all purposes of the award, and must not be altered as a consequence of wage adjustments.

11.3 Wage related allowances

(a) Industry allowance

To compensate for the disabilities of the industry, employees will be paid each week an allowance of **\$31.50**. This allowance is payable for all purposes of the award.

(b) Leading hand allowance

Clause 11.3(b) amended in accordance with [\[2018\] FWCFCB 1405](#) at [174].

~~An employee appointed as a leading hand will be paid a leading hand allowance each week. The allowance will be whichever of the following two amounts is greater:~~

- (i) An employee appointed as a leading hand will be paid a leading hand allowance each week in accordance with the following table: the amount specified in the table below, **in addition to** the weekly wage rate of the highest classification of the employees supervised,

In charge of	\$ per week
1 person	20.14
2 to 5 persons	44.79
6 to 10 persons	56.79
more than 10 persons	75.65

- (c) ~~or:~~

- (i) The allowance will be paid in addition to either the employee’s ordinary weekly rate of the ordinary weekly rate of the highest classification of the employees supervised, whichever amount is greater. ~~the employee’s own rate.~~

11.4 Expense related allowances—fares and travelling time

The transport allowances in this clause are paid to employees as compensation for the travel patterns and mobility requirements of the industry.

(a) Metropolitan radial areas

An employee must be paid **\$11.94** per day when employed on work located within a radius of 30 km of the GPO or principal post office of the nearest capital city.

(b) Distant jobs

An employee must be paid **\$11.94** per day when working on a distant job as defined by clause 11.6(a) and employed on work away from, and located within 30 km of the place where, with the employer’s approval, the employee is accommodated for the distant job.

(c) Country radial areas

- (i) An employee who is engaged on work for a business, branch or section established in any place which is not covered by clauses 11.4(a) and 11.4(b) for the purpose of engaging in silviculture and afforestation work will be paid **\$11.94** per day when employed on work located within 30 km of the post office nearest the employer’s establishment.
- (ii) Where the employer has an establishment in more than one such place, the establishment nearest the employee’s usual place of residence will be the establishment taken into account, and the employee will be entitled to the provisions of clause 11.4(d) when travelling to a job outside the radial area of the establishment nearest their residence.

(d) Travelling outside radial areas

Where an employee travels daily from inside any radial area mentioned in clauses 11.4(a) to 11.4(c), to a job outside that radial area, they must be paid the relevant allowance prescribed by clauses 11.4(a) to 11.4(c) and, in respect of the travel to and from the designated radius and the job:

- (i) the time outside ordinary working hours reasonably spent in such travel, calculated at the ordinary hourly rate to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey; and
- (ii) any expenses necessarily and reasonably incurred in such travel, which must be **\$0.78** per kilometre where the employee uses their own vehicle.

(e) Travelling between radial areas

The provisions of clause 11.4(d) will also apply to an employee who is required to travel daily from one of the areas mentioned in clauses 11.4(a) and 11.4(c) to an area or another area mentioned in clauses 11.4(a) and 11.4(c).

(f) Provision of transport

- (i)** Subject to clauses 11.4(f)(iii) and 11.4(f)(iv), the allowances prescribed in clause 11.4, (except the additional payment prescribed in clauses 11.4(d) and 11.4(e)) will not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home (or, in the case of clause 11.4(b), the employee's place of accommodation) to the place of work and back.
- (ii)** Any transport supplied must be equipped with suitable seating and be covered when necessary so as to be weatherproof.
- (iii)** The relevant fares allowance prescribed in clause 11.4 will be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to the contract of employment, the employee is required by the employer to drive such vehicle from the employee's home to the place of work and return.
- (iv)** Time spent by an employee travelling from the employee's home (or, in the case of clause 11.4(b), the employee's place of accommodation) to the place of work and return outside ordinary hours will not be regarded as time worked for any purpose of this award and no travelling time payment will be made except to the extent provided in clauses 13.6 and 11.6(e) of this award.
- (v)** Clauses 11.4(f)(iii) and 11.4(f)(iv) will have no application in the case of an employee directed by the employer to pick up and/or return other employees to their homes.

(g) Work in preparation

When an employee is required to perform preparation work in an off-site yard and is then required to erect or fix on-site, the provisions of clause 11.4 will apply.

(h) Requirement to transfer

As required by the employer, employees will start and finish work on the job at the usual starting and finishing times within which ordinary hours may be worked and will transfer from site to site as directed by the employer.

(i) Transfer during ordinary working hours

- (i)** An employee transferred from one site to another during working hours will be paid for the time occupied in travelling and, unless transported by the employer, will be paid reasonable cost of fares for the most convenient public transport between such sites.

- (ii) Where an employer requests an employee to use their own car for the transfer and the employee agrees to do so the employee must be paid an allowance of **\$0.78** per kilometre instead of the reasonable cost of fares referred to in clause 11.4(i)(i).

(j) Daily entitlement

The travelling allowances prescribed in this clause will not be taken into account in calculating overtime, penalty rates, annual leave or personal leave, but must be payable for any day on which the employee, in accordance with the employer's requirements, works or reports for work or allocation of work and for the paid day or shift off as prescribed in clause 8 and clause 13.6 of this award.

(k) Employees required to drive plant off-site

Notwithstanding anything elsewhere contained in clause 11.4, time occupied by an employee at the direction of the employer in driving plant between any point and a camp, centre or job will be regarded and paid for as working time.

Outstanding issue relating to clause 11.4(l)(iii) and replication in clause 11.4(f)(ii). NFF proposal to delete 11.4(f)(ii), see [summary of submissions](#): item 25.

(l) Transport from employer's location

- (i) An employee who, by mutual agreement with an employer, reports for work at a permanent location established by the employer and is transported from the location to the place of work and back will not be paid the daily fares allowances prescribed by clauses 11.4(a) to 11.4(e).
- (ii) All time over 30 minutes spent by the employee travelling to and from the place of work in such transportation must be counted as time worked.
- (iii) Transport provided by the employer pursuant to clause 11.4(l) must be free of charge, equipped with suitable seating accommodation and be covered when necessary so as to be weatherproof.

11.5 Expense related allowances—meal allowance

An employee who is required to work more than one and a half hours' overtime after working ordinary hours must be paid a meal allowance of **\$13.34** or will, at the option of the employer, be provided with a suitable meal.

11.6 Expense related allowances—living away from home allowances

(a) Eligibility for payment

- (i) An employee will be entitled to the provisions of clause 11.6 when employed on a job such a distance from their usual place of residence that they cannot reasonably return to that place each night, provided that:
 - the employee is maintaining a separate place of residence to which it is not reasonable to expect them to return each night; and

- on being requested by the employer, the employee informs the employer at the time of engagement that they maintain a separate place of residence from the address recorded on the job application.

- (ii) Subject to clause 11.6(b), an employee will be regarded as bound by the statement of their address and no entitlement will exist if they wilfully and without duress make a false statement in relation to their place of residence.

(b) Employee’s address

- (i) At the time of engagement, the employee will provide the employer with a written statement of their usual place of residence, and no subsequent change of address will entitle the employee to the provisions of this clause unless the employer agrees.
- (ii) Documentary proof of address (such as long service registration card or driver’s licence) may be accepted by the employer instead of the written statement required by clause 11.6(b)(i).
- (iii) The employee will inform their employer in writing of any subsequent change in their usual place of residence.
- (iv) The employee’s usual place of residence, and not the place of engagement, will determine the application of this clause.

(c) Board and lodging

- (i) **Reasonable board and lodging** means lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in a single room.
- (ii) Where an employee satisfies the requirements of clause 11.6(a) the employer will either provide the worker with reasonable board and lodging or pay the employee an allowance of **\$359.90** per week.
- (iii) In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be **\$51.43** per day.
- (iv) The board and lodging allowance will be increased if the employee satisfies the employer that they reasonably incurred expenses greater than the allowance prescribed.

(d) Camping out

Outstanding issue: NFF proposal that clause 11.6(d)(i) be amended. Propose that wording reflect the current award. See [summary of submissions](#): item 28.

(i) Camp accommodation

Camp accommodation will be constructed and maintained where it is necessary to house an employee in a camp because:

- the employee is engaged on projects which are located in areas where reasonable board and lodging as defined in clause 11.6(c) is not available; or
- the size of the workforce is in excess of the available accommodation; or
- the project or the working of shifts necessitate camp accommodation.

(ii) Camping allowance

An employee living in a camp where free messing is not provided must receive a camping allowance of:

- **\$192.95** for every complete week the employee is available for work; and
 - **\$27.53** per day if required to be in a camp for less than a complete week (including any Saturday or Sunday if they are in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday).
- (iii)** If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if the unauthorised absence occurs on the working day immediately before or after a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.

Outstanding issue: NFF proposal to make it clear agreement on fee in 11.6(d)(iv) is a matter between 'the parties' or 'the employer and the employee'. See [summary of submissions](#): item 29.

(iv) Camp meal charges

Where a fee is charged for meals in a camp, such the fee will be fixed by agreement.

Outstanding issue: NFF proposal to amend wording of 11.6(e)(i)-(iv) and to replace cross references in clause 11.6(e)(iv) with reference to clause 11.6(e)(i)-(iii). See [summary of submissions](#): item 30.

(e) Travelling expenses

An employee who is sent by their employer or selected or engaged by an employer or agent to go to a job which qualifies them to the provision of this clause will not be entitled to any of the allowances prescribed by clause 11.4 for the period occupied in travelling from their usual place of residence to the distant job, but instead must be paid the allowances in clause 11.6(e).

(i) Forward journey

For the forward journey, the employee is to be paid:

- the ordinary hourly rate for the time spent travelling (to a maximum of eight hours); and

- the amount of a fare on the most common method of public transport to the job and any excess payment due to transporting the employee's gear.
- (ii) The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing the job and who does not immediately return to their place of engagement.
- (iii) The employee will be entitled to the meal allowance specified in clause 11.5 for all meals incurred while travelling. The meal allowance will be increased if the employee satisfies the employer that they reasonably incurred expenditure greater than the rate prescribed by clause 11.5.

(iv) **Return journey**

An employee will, for the return journey, receive the same time, fares and meal payments as provided in clause 11.6(e)(i), unless the employee:

- terminates or discontinues their employment within two months of commencing on the job (or prior to the job completion if the work is for less than two months); or
- is dismissed for incompetence within one working week of commencing on the job; or
- is dismissed for misconduct.

(v) **Departure point**

For the purposes of clause 11.6(e), travelling time will be calculated as the time taken for the journey from the central or regional bus or air terminal nearest the employee's usual place of residence to the locality of the work.

(f) **Daily fares allowance**

An employee engaged on a job which qualifies them to the travelling allowance under clause 11.6 and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) must be paid the allowance prescribed by clause 11.4.

(g) **Weekend return home**

- (i) An employee will be entitled to an allowance of **\$25.46** per occasion where the employee:
 - works as required during the ordinary hours of work on the working day before and the working day after a weekend; and
 - returns to their usual place of residence for the weekend; and
 - notifies the employer or their representative, no later than Tuesday of each week, of their intention to return to their usual place of residence at the weekend.

- (ii) Clause 11.6(g)(i) will not apply to an employee who is receiving:
 - the payment prescribed in clause 11.6(c) instead of board and lodging being provided by the employer; or
 - a camping allowance as prescribed in clause 11.6(d)(ii).
- (iii) When employees return to their usual place of residence for a weekend or part of a weekend and do not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 11.6(g)(i) will be made.

(h) Rest and recreation

- (i) An employee who proceeds to a job which qualifies them an allowance under clause 11.6, may, after two months' continuous service and then after each three months of continuous service, return to their usual place of residence at the weekend.
- (ii) If they do so, they will be paid the amount of a bus or air fare to the bus station or airport nearest their usual place of residence on the payday which immediately follows the date on which they return to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.
- (iii) If the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months as mentioned, then the provisions of this clause will not be applicable.

(iv) Service requirements

For the purpose of clause 11.6 service will be deemed to be continuous notwithstanding an employee's absence from work as prescribed in s.22 of the [Act](#).

(v) Variable return home

In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

(vi) Non-payment instead

Payment of fares and leave with pay as provided for in this clause will not be made unless the rest and recreation leave is taken by the employee.

(i) Alternative paid day off procedure

If the employer and the employee agree in writing, the paid rostered day off as prescribed in clause 8, and clause 14.14 of this award may be taken, and paid for, in conjunction with the additional rest and recreation leave as prescribed in

clause 11.6(h), or at the end of the project, or on termination whichever comes first.

(j) Termination

An employee will be entitled to notice of termination in sufficient time to arrange suitable transport at termination or must be paid as if employed up to the end of the ordinary working day before transport is available.

See Schedule B for a summary of monetary allowances and method of adjustment.

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 (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (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 (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) AustSafe Super
- (c) LUCRF Super;
- (d) Tasplan;
- (e) Sunsuper;
- (f) 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
- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

13. Overtime and penalty rates

13.1 Overtime

Except as otherwise provided in this clause, all time worked by an employee in excess of, or outside the ordinary hours of work, (inclusive of time worked for accrual purposes) must be paid at a rate of:

- (a) **150%** of the ordinary hourly rate for the first two hours; and
- (b) **200%** of the ordinary hourly rate after two hours.

13.2 Calculation of overtime

For the purpose of calculating overtime under this clause:

- (a) each day's work will stand alone;
- (b) **day** means all the time between the normal starting time of one day and the normal finishing time of the next day;
- (c) **Saturday** means all the time between midnight Friday and midnight Saturday; and

- (d) **Sunday** means all the time between midnight Saturday and midnight Sunday.

13.3 Rest period after overtime duty

- (a) Overtime will be arranged so that employees have at least 10 consecutive hours off duty after completing the overtime.
- (b) Where an employee works so much overtime that there are fewer than 10 hours between finishing overtime on one day and the commencement of ordinary work on the next day, the employee will be released, subject to clause 13.3(c), until they have had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the employer, an employee resumes work or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of **200%** of the ordinary hourly rate until released from duty for such period and can then be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

13.4 Transport after overtime work

When an employee finishes working overtime at a time when reasonable means of transport are not available, the employer must provide them with transport to their usual place of residence or to the nearest appropriate public transport.

13.5 Weekend and public holiday work

(a) Saturday work

- (i) All time worked on a Saturday must be paid for at **150%** of the ordinary hourly rate for the first two hours and **200%** of the ordinary hourly rate after that.
- (ii) All work performed on Easter Saturday must be paid for at **250%** of the ordinary hourly rate.
- (iii) An employee required to work prearranged overtime on a Saturday must be given a minimum of three hours' work or be paid for three hours at the appropriate overtime rate.

(b) Sunday work

- (i) All time worked on a Sunday must be paid for at **200%** of the ordinary hourly rate.
- (ii) An employee required to work prearranged overtime on a Sunday must be given a minimum of four hours' work or be paid for four hours at the appropriate overtime rate.

(c) Public holiday work

- (i) All work performed on any of the holidays or substituted holidays prescribed in clause 20—Public holidays must be paid for at **250%** of the ordinary hourly rate.

- (ii) An employee required to work on a public holiday must be given a minimum of four hours' work or paid for four hours at the appropriate penalty rate.

13.6 Call-outs

(a) Monday to Friday

- (i) An employee called out to work after they have left work for the day must be paid for a minimum of three hours' work at **150%** of the ordinary hourly rate for each time they are called out.
- (ii) If the employee is required to work for two hours or more, they must be paid for a minimum of four hours' work at the ordinary hourly rate for the first two hours and **200%** of the ordinary hourly rate after that.

(b) Saturdays

- (i) An employee called out to work on a Saturday must be paid for a minimum of three hours' work at **150%** of the ordinary hourly rate for each time they are called out.
- (ii) If the employee is required to work for two hours or more, they must be paid for a minimum of three hours' work at **150%** of the ordinary hourly rate for the first two hours and **200%** of the ordinary hourly rate after that.

(c) Sundays

- (i) An employee called out to work on a Sunday must, for the first call out, be paid for a minimum of three hours' work at **200%** of the ordinary hourly rate.
- (ii) Each subsequent call out must be paid at the rate of **200%** of ordinary hourly rate for the actual time worked.

(d) Public holidays

- (i) An employee called out to work on a public holiday must, for the first call out, be paid for a minimum of three hours' work at **250%** of the ordinary hourly rate.
- (ii) Each subsequent call out must be paid at the rate of **250%** of the ordinary hourly rate for the actual time worked.

13.7 Time off instead of 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 13.7

- (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 E. There is no requirement to use the form of agreement set out at Schedule E. An agreement under clause 13.7 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 13.7 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 13.7 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 13.7 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 13.7 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 13.7 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 13.7.

14. Shiftwork

14.1 Definitions

For the purposes of this award:

- (a) **day shift** means any shift starting at or after 5.00 am and before 10.00 am;
- (b) **afternoon shift** means any shift starting at or after 10.00 am and before 8.00 pm;
- (c) **night shift** means any shift starting at or after 8.00 pm and before 5.00 am; and
- (d) **rostered shift** means a shift for which the employee concerned has had at least 48 hours’ notice.

14.2 Roster

Shifts must be worked according to a roster which will:

- (a) provide for rotation of shifts unless all the employees concerned agree otherwise;
- (b) provide for not more than eight shifts to be worked in any nine consecutive days; and
- (c) specify the starting and finishing times of each shift.

14.3 Ordinary hours

- (a) The ordinary hours of work for shiftworkers must not exceed an average of 38 per week over a cycle of two, three or four weeks.
- (b) A shift will consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.

14.4 Rostered shift off

24 minutes of each eight hour shift worked during a shift cycle will accrue as an entitlement to take a rostered shift off (RSO) after each 19 shifts worked. The rostered off shift will be paid for as though worked.

14.5 Paid leave

Each day of paid leave taken and any public holiday occurring during any shift cycle will be regarded as a shift worked for accrual purposes.

14.6 Pro rata accrued entitlements

- (a) A shiftworker who has not worked or is not regarded by reason of clause 14.5 as having worked a complete shift cycle will receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle.
- (b) The pro rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.

14.7 Taking rostered day off

- (a) The employer and employees concerned must agree in writing upon arrangements for the taking of rostered days off or for their accumulation. The accumulation must be limited to not more than five shifts before they are taken as rostered days off.
- (b) When RSOs are taken, they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.

14.8 Work on a rostered shift off

Where an employer, for emergency reasons, requires an employee to work on their RSO, the employee will, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered day off.

14.9 Overtime

- (a) All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of **200%** of the ordinary hourly rate.
- (b) This will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

14.10 Shift allowances

A shiftworker whilst on afternoon or night shift (other than on a Saturday, Sunday or holiday) must be paid at **115%** of the ordinary hourly rate for the shift.

14.11 Saturdays

Employees working shifts between midnight on Friday and midnight on Saturday must be paid at **150%** of the ordinary hourly rate for ordinary hours of work, inclusive of time worked for accrual purposes as prescribed in clause 14.5.

14.12 Sundays and public holidays

Clause 14.12 amended in accordance with [\[2018\] FWCFB 1405](#) at [178].

- (a) Subject to this clause, the provisions of clause 20—Public holidays will apply to shiftworkers.
- (b) Subject to this clause, employees working shifts on a Sunday will be paid at 200% of the ordinary hourly rate.
- (c) ~~Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time worked before midnight will not entitle the employee to the Sunday or public holiday rate in clauses 13.5(b)(i) and 13.5(c)(i).~~
- (c) The time worked by an employee on a shift commencing before midnight on the day before a Sunday or public holiday, which extends into the Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- (d) A shift, the majority of which falls on a Sunday or public holiday, will be regarded as a Sunday or public holiday shift.

14.13 Five successive shifts

Shiftworkers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for at **150%** of the ordinary hourly rate for all ordinary time occurring during such shift.

14.14 Call-outs

- (a) A shiftworker must be paid for a minimum of three hours, at **200%** of the ordinary hourly rate each time they are called out to work:
 - (i) on a day on which they are rostered off; or
 - (ii) after the end of their usual working time, after they have left work for the shift.
- (b) If called out on a public holiday payment will be calculated at the rate prescribed in clause 13.5(c) of this award.

14.15 Transport after overtime or shift

When a shiftworker finishes working overtime or a shift for which they have not been regularly rostered at a time when reasonable means of transport are not available, the employer must provide the shiftworker with transport to their usual place of residence or to the nearest appropriate public transport.

15. Bushfire fighting

This clause applies to situations where a fire is burning out of control requiring emergency attendance. It does not apply to regeneration burns and the mopping up operations associated with regeneration burns or wildfires.

15.1 Retention classification

- (a) An employee will retain the classification applicable immediately prior to the outbreak of a wildfire.
- (b) For the purpose of and during any period of wildfire firefighting operations the employer may specifically assign an employee to another classification for which a higher wage rate is prescribed. In this case, payment must be made in accordance with clause 10.4—10.6 Higher duties.

15.2 Normal hours of work

The weekly total of hours at ordinary time will not exceed 38 per week to be worked in accordance with the normal accrual provisions.

15.3 Work periods

The minimum work period, except as provided for stand-by and call outs, will be eight consecutive hours inclusive of time worked for normal accrual purposes. A work period can only be terminated by a rest period of a minimum of eight hours.

15.4 Rest period

- (a) An employee must receive a rest period of at least eight consecutive hours between successive work periods.
- (b) If a rest period exceeds 16 hours, a new work period will be deemed to commence at the expiration of that 16 hours.

15.5 Paid rest period

- (a) If a work period exceeds 16 hours due to an extreme emergency or lack of transport, an employee must, at the conclusion of the work period, receive a rest period of at least eight hours duration and must, in respect of such rest period, be paid eight hours at the ordinary hourly rate.
- (b) After eight hours of any paid rest period, a new work period will be deemed to commence.

15.6 Meal breaks

Meal breaks must not exceed 45 minutes and must be counted as time worked.

15.7 Monday to Friday payment

- (a) Subject to clauses 15.7(b) and 15.7(c), all time worked Monday to Friday (including time worked prior to firefighting work) must be paid for at:
 - (i) the ordinary hourly rate for the first eight hours; and

- (ii) **150%** of the ordinary hourly rate for the next two hours; and
 - (iii) **200%** of the ordinary hourly rate after that.
- (b) The wage rate will revert to the ordinary hourly rate when the employee has received a rest period of eight hours.
- (c) When penalty rates are being paid, and a work period extends beyond midnight, the penalty rates must continue until the end of the work period.

15.8 Saturday work

Except where the provisions of clause 15.7(c) apply, all time worked by an employee on a Saturday must be paid for at **150%** of the ordinary hourly rate for the first two hours and at **200%** of the ordinary hourly rate after that.

15.9 Sunday work

All time worked by an employee on a Sunday must be paid for at **200%** of the ordinary hourly rate.

15.10 Public holiday work

All time worked on a public holiday must be paid for at **250%** of the ordinary hourly rate.

15.11 Stand-by

- (a) **Stand-by** means all time during which an employee is required to be available for an immediate call to work.
- (b) An employee on stand-by will be available either at home or at such other place as is mutually agreed with the employer.
- (c) Stand-by payment must be at the rate of **50%** of the employee's ordinary hourly rate.
- (d) Stand-by for employees on Saturdays, Sundays and public holidays means the eight hour period between 10.00 am and 6.00 pm.
- (e) An employee who is requested to stand by on a Saturday, Sunday or public holiday will be entitled to eight hours' stand-by payment for each day so requested.
- (f) Despite clause 15.11 (e), the employee will be entitled to only eight hours stand-by pay if by 5.00 pm on their last normal working day preceding a weekend, they are notified that stand-by for that weekend has been cancelled.
- (g) Between November and April, an employer may, on any normal weekday which has a high fire danger rating, place an employee on stand-by at the end of the normal working time for the day and/or their departure from the place where they normally cease work for the day. Payment must be made from the normal time of ceasing work at the rate as provided in clause 15.11(c).
- (h) Where an employee is called upon to perform firefighting work on any day that they are on stand-by, they must be paid for all time worked at the appropriate

prescribed rate in addition to any entitlement for stand-by performed on that day.

15.12 Call-outs

- (a) An employee recalled to perform work in or in connection with wildfire fighting must be paid for a minimum of four hours' work at the appropriate wage rate each time they are recalled.
- (b) The employee must not be required to work the full hours if the job for which they are recalled is completed in a shorter period.
- (c) If the work continues for more than four hours, the employee must be paid for a minimum work period of eight consecutive hours.

15.13 Travelling time

All time spent by an employee travelling to and from a wildfire at the direction of the employer will be deemed to be time worked. Payment must start from, and finish at, the employer's depot, camp or normal pick-up place in the home district.

15.14 Resumption of normal duties

- (a) An employee who has been engaged in firefighting work will be entitled to a break of 10 hours between the end of the firefighting work and the start of normal duties, without loss of pay for recognised working time that occurs during the break.
- (b) An employee who has been camped out for at least three nights will be entitled to a clear break of 12 hours in accordance with this subclause.
- (c) These provisions will not apply with respect to any firefighting operations commenced and completed between the hours of 7.00 am and 5.00 pm on the same day.

15.15 Provision of meals

- (a) The employer must provide three meals per day.
- (b) Where an employee is required to work at night, the employer must provide suitable provisions at reasonable intervals. All food supplied by the employer must be free of charge to the employee.

Part 6—Leave, Public Holidays and Other NES Entitlements

16. Annual leave

- 16.1** Annual leave entitlements are provided for in the [NES](#). Annual leave does not apply to casual employees.

16.2 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 16.2 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 16.2 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 16.2, 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.

16.3 Shut-down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it 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. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.
- (b) Where an employee has been given notice pursuant to clause 16.3(a) 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.
- (c) 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.

16.4 Excessive leave accruals: general provision

Note: Clauses 16.4 to 16.6 contain provisions, additional to the [NES](#), 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 [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (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 16.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 16.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

16.5 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 16.4(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 16.4, 16.5 or 16.6 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 16.5(b)(i).

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

16.6 Excessive leave accruals: request by employee for leave

- (a) Clause 16.6 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 16.4(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 16.5(a) that, when any other paid annual leave arrangements (whether made under clause 16.4, 16.5 or 16.6 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 16.4, 16.5 or 16.6 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 in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

16.7 Payment of annual leave

Before the start of the employee's annual leave the employer must pay the employee:

- (a) 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, had they not been on leave; and

- (b) an additional loading of **17.5%** of the ordinary hourly rate.

16.8 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.

16.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 16.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 16.9.
- (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 16.9 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 16.9 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 16.9 as an employee record.

Note 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 16.9.

Note 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.9.

Note 3: An example of the type of agreement required by clause 16.9 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

17. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

18. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

19. Community service leave

Community service leave is provided for in the [NES](#).

20. Public holidays

20.1 Public holiday entitlements are provided for in the [NES](#).

20.2 An employee working on a public holiday will be paid in accordance with clauses 13.5(c), 13.6(d), 14.12 or 15.10.

20.3 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule H—Part-day Public Holidays.

21. Leave to deal with family and domestic violence

Clause 21 inserted in accordance with [PR609357](#).

21.1 This clause applies to all employees, including casuals.

21.2 Definitions

(a) In this clause:

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

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 21.2(a) includes a former spouse or de facto partner.

21.3 Entitlement to unpaid leave

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

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

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

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

21.4 Taking unpaid leave

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

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

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

21.5 Service and continuity

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

21.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 21. The notice:

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

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 21 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 21.4.

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

21.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 21.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 21 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

21.8 Compliance

An employee is not entitled to take leave under clause 21 unless the employee complies with clause 21.

22. Termination of employment

Clause 22 substituted in accordance with [PR610203](#).

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

22.1 Notice of termination by an employee

- (a) Clause 22.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

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

22.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 22.2 is to be taken at times that are convenient to the employee after consultation with the employer.

23. Redundancy

23.1 Redundancy pay is provided for in the [NES](#).

23.2 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 the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount 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.

23.3 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.

23.4 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 22.2.

Part 7—Consultation and Dispute Resolution

24. Consultation about major workplace change

Clause 24 substituted in accordance with [PR610203](#).

- 24.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 24.2** For the purposes of the discussion under clause 24.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 24.3** Clause 24.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 24.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 24.1(b).
- 24.5** In clause 24 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or

- (b) major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

24.6 Where this award makes provision for alteration of any of the matters defined at clause 24.5, such alteration is taken not to have significant effect.

24A. Consultation about changes to rosters or hours of work

Clause 24A inserted in accordance with [PR610203](#).

24A.1 Clause 24A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

24A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

24A.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 24A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

24A.4 The employer must consider any views given under clause 24A.3(b).

24A.5 Clause 24A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

25. Dispute resolution

Clause 25 substituted in accordance with [PR610203](#).

25.1 Clause 25 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

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

- 25.3** If the dispute is not resolved through discussion as mentioned in clause 25.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 25.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 25.2 and 25.3, a party to the dispute may refer it to the Fair Work Commission.
- 25.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 25.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 25.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 25.
- 25.8** While procedures are being followed under clause 25 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
 - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 25.9** Clause 25.8 is subject to any applicable work health and safety legislation.

Schedule A—Summary of Hourly Rates of Pay

Monetary amounts adjusted as a result of AWR 2018.

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

A.1 Ordinary hourly rate

Ordinary hourly rate includes the industry and special allowances payable for all purposes (see clause 11.1).

A.2 Full-time and part-time employees

A.2.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holiday ¹
		All hours
		% of ordinary hourly rate ²
	100%	250%
	\$	\$
Silviculture and afforestation worker grade 1	21.96	54.90
Silviculture and afforestation worker grade 2	22.78	56.95
Silviculture and afforestation worker grade 3	23.18	57.95
Silviculture and afforestation worker grade 4	23.71	59.28
Silviculture and afforestation worker grade 5	24.13	60.33
Silviculture and afforestation worker grade 6	24.32	60.80

¹ This rate is payable for all time worked on a public holiday

² **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.2.2 Full-time and part-time employees other than shiftworkers—overtime rates

	Monday to Saturday		Sunday	Public holiday
	first 2 hours	after 2 hours	all day	all day
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Silviculture and afforestation worker grade 1	32.94	43.92	43.92	54.90
Silviculture and afforestation worker grade 2	34.17	45.56	45.56	56.95
Silviculture and afforestation worker grade 3	34.77	46.36	46.36	57.95
Silviculture and afforestation worker grade 4	35.57	47.42	47.42	59.28
Silviculture and afforestation worker grade 5	36.20	48.26	48.26	60.33
Silviculture and afforestation worker grade 6	36.48	48.64	48.64	60.80

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 Full-time and part-time shiftworkers—ordinary, penalty rates and overtime

Clause A.2.3 amended in accordance with [\[2018\] FWCFB 1405](#) at [178].

	Day	Afternoon and night	Saturday	Sunday	Less than 5 successive shifts ¹	Overtime ²	Public holidays
	% of ordinary hourly rate ³						
	100%	115%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
Silviculture and afforestation worker grade 1	21.96	25.25	32.94	43.92	32.94	43.92	54.90
Silviculture and afforestation worker grade 2	22.78	26.20	34.17	45.56	34.17	45.56	56.95
Silviculture and afforestation worker grade 3	23.18	26.66	34.77	46.36	34.77	46.36	57.95
Silviculture and afforestation worker grade 4	23.71	27.27	35.57	47.42	35.57	47.42	59.28
Silviculture and afforestation	24.13	27.75	36.20	48.26	36.20	48.26	60.33

	Day	Afternoon and night	Saturday	Sunday	Less than 5 successive shifts ¹	Overtime ²	Public holidays
	% of ordinary hourly rate ³						
	100%	115%	150%	200%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$
worker grade 5							
Silviculture and afforestation worker grade 6	24.32	27.97	36.48	48.64	36.48	48.64	60.80

¹ Shiftworkers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights

² All time worked in excess of or outside the ordinary hours or on a shift other than rostered shift.

³ **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.3 Casual employees

A.3.1 Casual employees other than shiftworkers—ordinary and penalty rates

	Casual hourly	Public holiday ¹
		All hours
		% of ordinary hourly rate ²
	125%	275%
	\$	\$
Silviculture and afforestation worker grade 1	27.45	60.39
Silviculture and afforestation worker grade 2	28.48	62.65
Silviculture and afforestation worker grade 3	28.98	63.75
Silviculture and afforestation worker grade 4	29.64	65.20
Silviculture and afforestation worker grade 5	30.16	66.36
Silviculture and afforestation worker grade 6	30.40	66.88

	Casual hourly	Public holiday¹
		All hours
		% of ordinary hourly rate ²
	125%	275%
	\$	\$

¹ This rate is payable for all time worked on a public holiday

² **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.3.2 Casual employees other than shiftworkers—overtime rates

Clause A.3.2 amended in accordance with [\[2018\] FWC FB 1405](#) at [184].

	<u>Monday to Saturday</u>		<u>Sunday</u>	<u>Public holiday</u>
	<u>first 2 hours</u>	<u>after 2 hours</u>	<u>all day</u>	<u>all day</u>
	<u>% of ordinary hourly rate ¹</u>			
	<u>175%</u>	<u>225%</u>	<u>225%</u>	<u>275%</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>Silviculture and afforestation worker grade 1</u>	38.43	49.41	49.41	60.39
<u>Silviculture and afforestation worker grade 2</u>	39.87	51.26	51.26	62.65
<u>Silviculture and afforestation worker grade 3</u>	40.57	52.16	52.16	63.75
<u>Silviculture and afforestation worker grade 4</u>	41.49	53.35	53.35	65.20
<u>Silviculture and afforestation worker grade 5</u>	42.23	54.29	54.29	66.36
<u>Silviculture and afforestation worker grade 6</u>	42.56	54.72	54.72	66.88

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.3.3 Casual shiftworkers—ordinary, penalty rates and overtime

Clause A.3.3 amended in accordance with [\[2018\] FWCFB 1405](#) at [178] and [184].

	Day	Afternoon and night	Saturday	Sunday	Less than 5 successive shifts ¹	Overtime ²	Public holidays
	% of ordinary hourly rate ²						
	125%	140%	175%	225%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$
Silviculture and afforestation worker grade 1	27.45	30.74	38.43	49.41	38.43	49.41	60.39
Silviculture and afforestation worker grade 2	28.48	31.89	39.87	51.26	39.87	51.26	62.65
Silviculture and afforestation worker grade 3	28.98	32.45	40.57	52.16	40.57	52.16	63.75
Silviculture and afforestation worker grade 4	29.64	33.19	41.49	53.35	41.49	53.35	65.20
Silviculture and afforestation worker grade 5	30.16	33.78	42.23	54.29	42.23	54.29	66.36
Silviculture and afforestation worker grade 6	30.40	34.05	42.56	54.72	42.56	54.72	66.88

¹ Shiftworkers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights

² **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.4 Bushfire fighting

A.4.1 Full-time and part-time employees

	Monday to Friday		Saturday		Sunday	Public holidays
	After 8 hours ¹	After 10 hours	First 2 hours	After 2 hours	All hours	All hours
	% of ordinary hourly rate ²					
	150%	200%	150%	200%	200%	250%
	\$	\$	\$	\$	\$	\$

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Silviculture and afforestation worker grade 1	32.94	43.92	32.94	43.92	43.92	54.90
Silviculture and afforestation worker grade 2	34.17	45.56	34.17	45.56	45.56	56.95
Silviculture and afforestation worker grade 3	34.77	46.36	34.77	46.36	46.36	57.95
Silviculture and afforestation worker grade 4	35.57	47.42	35.57	47.42	47.42	59.28
Silviculture and afforestation worker grade 5	36.20	48.26	36.20	48.26	48.26	60.33
Silviculture and afforestation worker grade 6	36.48	48.64	36.48	48.64	48.64	60.80

¹ This penalty is paid after 8 hours up to 10 hours Monday to Friday (for two hours).

² **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.4.2 Casual employees

	Monday to Friday		Saturday		Sunday	Public holidays
	After 8 hours ¹	After 10 hours	First 2 hours	After 2 hours	All hours	All hours
	% of ordinary hourly rate ²					
	175%	225%	175%	225%	225%	275%
	\$	\$	\$	\$	\$	\$
Silviculture and afforestation worker grade 1	38.43	49.41	38.43	49.41	49.41	60.39
Silviculture and afforestation worker grade 2	39.87	51.26	39.87	51.26	51.26	62.65
Silviculture and afforestation worker grade 3	40.57	52.16	40.57	52.16	52.16	63.75
Silviculture and afforestation worker grade 4	41.49	53.35	41.49	53.35	53.35	65.20
Silviculture and afforestation worker grade 5	42.23	54.29	42.23	54.29	54.29	66.36
Silviculture and afforestation worker grade 6	42.56	54.72	42.56	54.72	54.72	66.88

¹ This penalty is paid after 8 hours up to 10 hours Monday to Friday (for two hours).

² **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.

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Schedule B—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2018.

See clause 11 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 I as the minimum hourly wage for a Silviculture and afforestation worker grade 3 in clause 10.1 = **\$21.43**

Allowance	Clause	% of standard rate \$21.43	\$ per week
Industry allowance ¹	11.3(a)	147	31.50
Leading hand in charge of:	11.3(b)		
1 person		94	20.14
2 to 5 persons		209	44.79
6 to 10 persons		265	56.79
More than 10 persons		353	75.65

¹This allowance applies for all purposes of this award

B.1.1 Adjustment of wage related allowances

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

B.2 Expense related allowances

Allowance	Clause	\$
Fares and travelling time	11.4	
Metropolitan radial areas	11.4(a)	11.94 per day
Distant jobs	11.4(b)	11.94 per day
Country radial areas	11.4(c)	11.94 per day
Travelling outside radial areas	11.4(d)	0.78 per km
Transfer during ordinary working hours	11.4(h)	0.78 per km
Living away from home allowances	11.5	
Board and lodging—full week	11.6(c)	359.90 per week
Board and lodging—broken part of week	11.6(c)	51.43 per day
Camping out—camping allowance—full week	11.6(d)	192.95 per week
Camping out—camping allowance—less than a week	11.6(d)	27.53 per day
Weekend return home	11.6(g)	25.46 per occasion

Allowance	Clause	\$
Meal allowance— Overtime in excess of one and a half hours	11.5	13.34 per occasion

B.2.1 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
Living away from home allowances	Domestic holiday travel and accommodation sub-group
Travel allowance	Transport group
Vehicle allowance	Private motoring sub-group
Weekend return home allowance	Transport group

B.3 Other allowances

The following allowance is payable in accordance with clause 11.2 and must not be altered as a consequence of wage adjustments.

Allowance	Clause	\$ per week
Special allowance ¹	11.2	7.70

¹This allowance applies for all purposes of this award.

Schedule C—Supported Wage System

Schedule C amended in accordance with [PR606630](#).

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*, 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 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
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 \$86 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 \$86 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

Schedule D deleted by [PR593830](#).

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Schedule E—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___

Schedule F—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____

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Schedule G—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 H—Part-day Public Holidays

Schedule H amended in accordance with [PR701683](#).

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

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

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

This schedule is not intended to detract from or supplement the [NES](#).

Schedule I—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFCB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

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 or loadings or payment while they are on annual leave (see clause 11.1)

Axeperson means an employee using an axe for delimiting but not engaged in felling

Chainperson means an employee who:

- (a) uses a compass;
- (b) undertakes line cutting (e.g. mature assessments, continuous forest inventories); and
- (c) demonstrates a basic knowledge and skills of management/survey and office mapping work associated with field work

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)

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

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

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

Definition of **ordinary hourly rate** amended in accordance with [\[2018\] FWCFCB 1405](#) at [164].

ordinary hourly rate ~~means the hourly rate for an employee's classification specified in clause 10.1, inclusive of plus any all purpose allowances~~ means the ordinary weekly rate divided by 38.

Definition of **ordinary weekly rate** inserted in accordance with [\[2018\] FWCFCB 1405](#) at [164].

ordinary weekly rate is calculated by adding the minimum weekly wage rate in clause 10.1, the special allowance in clause 11.2 and the industry allowance in clause 11.3(a), then multiplying that amount by 52 and then dividing by 50.4, rounded to the nearest 10 cents.

silviculture and afforestation has the meaning given in clause 3.2

standard rate means the minimum hourly rate for Silviculture and afforestation worker grade 3 in clause 10.1

Storeperson means an employee engaged in stores activities (locating, picking, control of inventory items and the appropriate recording systems)

Tree measurer (basic) means an employee who is competent in:

- (d) all forestry management work at Grades 2 and 3;
- (e) chain and compass survey (without supervision);
- (f) boundary location;
- (g) taking responsibility for stores and vehicles; and
- (h) annual stocktaking and all relevant field and office work

Tree measurer (in charge) means an employee who is competent in:

- (a) leading mature assessments;
- (b) remeasuring research plots;
- (c) leading plantation inventory system plot measurements and pine growth plot measurement;
- (d) the survey of continuous forest inventory plot locations as directed;
- (e) lead residue assessments; and
- (f) any office work associated with Grade 6 field work

Utility person means an employee competent in:

- (a) chain and compass line cutting;
- (b) assessments and resource pilots;
- (c) basic road survey, access lines and boundary demarcation;
- (d) measuring tree diameters, completing bark readings and basic continuous forest inventories procedures; and
- (e) any office work associated with Grade 3 field work