

The Joinery and Building Trades Award—Exposure Draft was last published on 29 January 2020. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
29 January 2020	Exposure draft	
8 October 2020	PR715726 wording incorporated and cross references updated – plain language principles applied where appropriate (items 1 to 4)	21.4(g)
	PR715726 wording incorporated – plain language principles applied where appropriate (item 5)	24.9 (inserted)
	PR715726 wording incorporated (item 6)	26.1(b)
	Changes by Modern Awards team to as a result of PR715726 (items 1 and 2)	C.2.2
	PR715726 wording incorporated (item 7)	Schedule I (inserted)
	Incorporating changes resulting from PR719661	Schedule F
	Incorporating changes resulting from PR719630 .	Schedule E
	Incorporating changes resulting from PR721490 and PR723048	Schedule X (inserted and amended)
Administrative changes by Modern Awards team	2, 4.4, 4.5, 7.2, 22, B.3.4, C.1, C.2	

EXPOSURE DRAFT

Joinery and Building Trades Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Joinery and Building Trades Award 2010* (the Joinery award) as at 23 May 2016 and incorporates award updates up to 24 September 2020. This exposure draft does not seek to amend any entitlements under the Joinery award. Instead it has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/274](#). Additionally, a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during 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 of this Award

1. Title and commencement

- 1.1 This award is the *Joinery and Building Trades 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.

2. Definitions

Administrative change to clause 2 definitions made by Modern Awards team.

In this award, unless the contrary intention appears:

accident pay ~~has the meaning given in clause 22.2(a). means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and the employee's appropriate 38 hour award rate. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the award rate for that period. The award rate does not include over award payments, shift loadings or overtime.~~

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

adult apprentice means an employee who is 21 years of age or over on the date they enter into an apprenticeship training agreement.

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 21.2).

carver means an employee who carves any kind of stonework which does not come within the definition of a stonemason, for the decoration of buildings or other stonework, from a model or freehand design.

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).

glass and glazing contracting means the business of principally providing glass and glazing work on a contract basis.

glass and glazing work means:

- (a) the designing, bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sand-blasting, bending or otherwise working of all types of glass used in the trade, as well as leadlights, spandrel panels, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms;
- (b) the fitting and/or fixing in position of all types of glass used in the trade, as well as louvres, spandrel panels, glazing bars, clear plastic, or glass lenses or prisms in domestic on-site situations;
- (c) the packing and delivery of all types of glass used in the trade, as well as louvres, spandrel panels, leadlights, glazing bars, fibreglass, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms including any labouring work in connection with any such operations;
- (d) the toughening, heat treating or laminating of glass or safety glass;
- (e) the fabrication, assembly, glazing and installation of Insulation Glass units;
- (f) every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing.

~~**Injury** has the meaning given in clause 22.2(b), for the purposes of clause 22—
Accident pay, has the same meaning as that contained in the applicable workers’
compensation legislation covering the employer in respect of a claim made by the
employee.~~

joinery and building trades industries and occupations has the meaning given in clause 4.2.

joinery work means work performed by the classifications contained in this award in a joinery shop, provided such establishment is not located on an ‘on-site’ construction project, and includes the preparation, decoration and assembling of joinery or building components principally in timber or similar material.

leading hand means an employee who is given by the employer, or their agent, the responsibility for directing and/or supervising the work of other persons.

letter cutter means an employee who marks out, sandblasts, cuts or finishes letters or decoration in any kind of stone.

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](#).

ordinary hourly rate means the minimum hourly rate for an employee’s classification specified in clause 19.1 plus any all-purpose allowance to which an employee is entitled.

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.

outside work means erection or assembly work performed at the employer's premises but outside of enclosed factory buildings on the prefabricated sections, modules or panels of any building principally made out of timber or similar material.

prefabricated building means prefabrication of the sections, modules or panels of any building principally made out of timber or similar material, including buildings or sections supplied in kit form, where the prefabrication is done at a factory or yard prior to erection or siting in a permanent or semi-permanent position, or outside work.

shopfitting means the manufacture, installation, alteration and/or repair of shopfronts, showcases, partitions involving wrap around glazing, partitions (including the insertion of glass panels where the glass is 6.35 millimetres or less in thickness, by beads or moulds or other dry glazing methods) and exhibitors' stands, and the installation or alteration of interior fittings and fixtures in or on buildings.

signwriter means an employee who does any of the following work:

- (a) signwriting, designing and/or lettering of price tickets and showcards;
- (b) pictorial and scenic paintings, or production of signs and posters by means of stencils, screens, computers or like methods, or any other work incidental thereto; and
- (c) without limiting the generality of the foregoing includes:
 - (i) lettering of every description, size or shape applied by brush on any surface or material;
 - (ii) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
 - (iii) gilding (i.e. the application of gold, silver, aluminium or any metal leaf to any surface);
 - (iv) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
 - (v) the designing, setting up and the operation for duplication of signs on any material; and
 - (vi) the making of stencils and stencilling by screens or any other method and the making and/or fixing of transfers.

stonemason means an employee engaged in the dressing or setting of any kind of stonework that has to be cut to a mould or template or which has to be proven by a square or straight edge or set to a line or a level.

stonemasonry means any work performed in a stonemason's yard or factory, and/or similar work performed in a cemetery.

standard rate means the minimum hourly rate prescribed for Level 5 in clause 19.1 of this award.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 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.

4. Coverage

Administrative changes to clause 4.4 and 4.5 by Modern Awards team.

- 4.1 This award covers employers throughout Australia of employees in the joinery and building trades industries and occupations who are covered by the classifications in this award and those employees.
- 4.2 **Joinery and building trades industries and occupations** means:
- (a) the following industries:
- (i) joinery work;
 - (ii) shopfitting;
 - (iii) prefabricated building;
 - (iv) stonemasonry;
 - (v) glass and glazing contracting; and
 - (vi) glass and glazing work.
- (b) the following occupations:
- (i) carver;
 - (ii) letter cutter;
 - (iii) carpenter;
 - (iv) joiner;
 - (v) signwriter;
 - (vi) painter;
 - (vii) stonemason; and

(viii) plasterer.

4.3 This award does not cover:

- (a) an employer who is outside the scope of clause 4.2(a) unless such employer employs an employee covered by clause 4.2(b) and the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee;
- (b) employers or employees engaged in the manufacture of glass from raw materials;
- (c) employers or employees covered by the *Building and Construction General On-site Award 20XX*; or
- (d) employers or employees covered by the *Vehicle Manufacturing, Repair, Services and Retail Award 2020*.

4.4 This award covers any employer which supplies labour on an on-hire basis to the joinery and building trades industries ~~and occupations~~ set out in clause 4.2(a) 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 (or those industries).

4.5 This award covers any employer which supplies on-hire employees to the joinery and building trades ~~industries and~~ occupations set out in clause 4.2(b) covered by classifications in this award and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee.

4.6 Clauses 4.4 and 4.5 operate subject to the exclusions from coverage in this award.

4.7 This award covers employers which provide group training services for apprentices and/or trainees engaged in the joinery and building trades industries and occupations, or parts of those industries and occupations and those apprentices and/or 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. Clause 4.7 operates subject to the exclusions from coverage in this award.

4.8 This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) 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.
- (c) 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.

5. Individual flexibility arrangements

- 5.1** 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.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** 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.
- 5.5** 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.
- 5.6** 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.
- 5.7** 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.

- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** 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](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 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.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 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 section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 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 section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 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.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 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.

6.4 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 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 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 6, can be dealt with under clause 35—Dispute resolution.

7. Facilitative provisions

Administrative change to clause 7.2 by Modern Awards team.

- 7.1** 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.

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

Clause	Provision	Agreement between an employer and:
12.10	An employee must not be engaged and re-engaged to avoid any obligation under this award. Casual conversion to full-time or part-time employment	The majority of employees or individual casual employee
26 26.1(b)	Alternative working arrangement	<u>The majority of employees</u> See clause 26.1
27.8	Annual leave in advance	An individual employee
27.11	Cashing out of annual leave	An individual employee
32.2	Substitution of certain public holidays by agreement at the enterprise	An individual employee

Part 2—Types of Employment and Classifications

8. Types of employment

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

- 8.1** full-time employment;
- 8.2** part-time employment; or
- 8.3** casual employment.

9. Full-time employees

Any employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee engaged to work an average of 38 hours per week.

10. Part-time employees

- 10.1** An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 10.2** A part-time employee must be engaged for a minimum of 3 consecutive hours on any day or shift.
- 10.3** Before commencing part-time employment, the employee and employer must agree in writing on:

- (a) the hours to be worked by the employee;
- (b) the days on which they will be worked;
- (c) the starting and finishing times for the work; and
- (d) the classification applying to the work to be performed in accordance with Schedule A—Classification Definitions.

- 10.4** The terms of the agreement in clause 10.3 may be varied by consent in writing.
- 10.5** The agreement under clause 10.3 or any variation to it under clause 10.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.
- 10.6** Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 10.3 and 10.4.
- 10.7** The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 10.8** A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 10.3 and 10.4 must be paid overtime in accordance with clause 24—Overtime.
- 10.9** Where the part-time employee's normal paid hours fall on a public holiday prescribed in the [NES](#) and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 16.4, 24.4 and 25.5(b).

11. Casual employees

- 11.1** A casual employee is engaged and paid in accordance with the provisions of clause 11—Casual employees.
- 11.2** An employer when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked and the relevant rate of pay.
- 11.3** A casual employee is engaged by the hour with a minimum daily engagement of 7.6 hours.
- 11.4** A casual employee for working ordinary hours must be paid the ordinary hourly rate per hour prescribed in clause 19—Minimum rates, for the employee's classification plus a casual loading of **25%**.
- 11.5** A casual employee required to work overtime or on a public holiday is entitled to the relevant penalty rates prescribed by clauses 16.3 and 16.4, clause 24—Overtime and clauses 25.5(a) and 24.5(b), in addition to the **25%** casual loading as follows:

Relevant penalty rate for full-time & part-time employees	Rate for casual employee (inclusive of 25% casual loading)
% of ordinary hourly rate	
150	175
200	225
250	275

11.6 Termination of employment is by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay, whichever amount is greater.

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

12. Casual conversion to full-time or part-time employment

12.1 A casual employee, other than an **irregular casual employee**, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 6 months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

12.2 Every employer of such an employee must give the employee notice in writing of the provisions of clause 11.7 within 4 weeks of the employee having attained such period of 6 months. The employee retains their right of election under clause 11.7 if the employer fails to comply with clause 12.2.

12.3 Any such casual employee who does not within 4 weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

12.4 Any casual employee who has a right to elect under clause 12.1, on receiving notice under clause 12.2 or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.

12.5 Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.

12.6 If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 12.4, the employer and employee must, subject to clause 12.4, discuss and agree on:

- (a) which form of employment the employee will convert to, being full-time or part-time; and

- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10—Part-time employees.

- 12.7 An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and employee.
- 12.8 Following such agreement being reached, the employee converts to full-time or part-time employment.
- 12.9 Where, in accordance with clause 12.4, an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 12.10 By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 12.1 as if the reference to 6 months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the 2 months prior to the period of 6 months referred to in clause 12.1.
- 12.11 For the purposes of clause 11.7, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

13. Apprentices

- 13.1 The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.
- 13.2 In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute or regulation will operate in that State or Territory provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.
- 13.3 An apprentice may be engaged under a training agreement approved by the State or Territory training authority with the responsibility for the apprenticeship.
- 13.4 The nominal period of the apprenticeship may be varied as follows:
 - (a) to make up for lost time as set out in clause 13.15; and/or
 - (b) with the approval of the relevant State or Territory training authority with the responsibility for the apprenticeship, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired.

- 13.5** Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
- (a) the qualification specified in the contract of training is successfully completed; and
 - (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the contract of training, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (c) the requirements of the relevant State/Territory apprenticeship authority and any requirements of the Construction and Property Services Industry Skills Council with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- 13.6** An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training agreement and the requirements of State or Territory legislation and the State or Territory training authority with responsibility for the apprenticeship.
- 13.7** The probationary period of an apprentice is as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State or Territory legislation, but must not exceed 3 months.
- 13.8** **Apprentice conditions of employment**
- (a) Except as provided in clause 13, or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
 - (b) Except as provided in clause 13.8(d) below redundancy provisions do not apply to apprentices.
 - (c) The notice of termination provisions of the [NES](#) will apply to apprentices.
 - (d) Where the employment of an apprentice by an employer is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the award and long service leave entitlements and in the event that an apprentice is terminated at the end of their apprenticeship and is re-engaged by the same employer within 6 months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.
- 13.9** The ordinary hours of employment of apprentices in each enterprise are not to exceed those of the relevant tradesperson.
- 13.10** The minimum rates applying to apprenticeships are dealt with in clause 19.5—Apprentice minimum rates and clause 19.6—Adult apprentice minimum rates.

13.11 Apprentice training

- (a) The employer must provide training and/or access to training consistent with the training agreement without loss of pay.
- (b) Time spent by an apprentice in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions.
- (c) Clause 13 is subject to Schedule D—School-based Apprentices.

13.12 Training costs—fees and textbooks

- (a) All fees charged by a Registered Training Organisation (RTO) and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within:
 - (i) 6 months of commencement of the apprenticeship or a stage of the apprenticeship; or
 - (ii) within 3 months of the commencement of training provided by the RTO.whichever is the later, unless there is unsatisfactory progress.
- (b) An employer may meet its obligations under clause 13.12 by paying any fees and/or cost of textbooks directly to the RTO.
- (c) Apprentices attending technical colleges, schools, registered training organisations or TAFE institutions and presenting reports of satisfactory progress must be reimbursed all fees paid by them in respect of their apprentice training.

13.13 An apprentice under the age of 18 years is not required to work overtime or shiftwork unless an apprentice chooses to do so.

13.14 No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training agreement.

13.15 Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

13.16 Any person engaged as an apprentice as at 1 January 2010 is deemed to be an apprentice for all purposes of this award until the completion or cancellation of their apprenticeship training agreement.

13.17 Block release training—travel costs

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and the training requires

an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from this training.

- (b) Clause 13.17(a) will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) closer to the apprentice's usual place of work and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 13.17 excess reasonable travel costs include:
 - (i) the total cost of reasonable transportation (including transportation of tools where required);
 - (ii) accommodation costs incurred while travelling (where necessary); and
 - (iii) reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- (d) For the purposes of clause 13.17 excess travel costs do not include payment for travelling time or expenses incurred while not in transit.
- (e) **Reduction of payment**

The amount payable by an employer under clause 13.17 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (f) Clause 13.17 applies instead of the provisions contained in clause 21.4(g)—Living away from home for a distant job.

13.18 Competency based progression

- (a) For the purpose of competency based wage progression in clauses 19.5 and 19.6 an apprentice will be paid at the relevant rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 19.5(a) or 19.6(b) for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or

- (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in clause 13.18(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by that authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of clause 13.18, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of clause 13.18 is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the rate referred to in clause 13.18(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 13.18(a)(iii) or on a date as determined under the dispute resolution process in clause 13.18(b).

13.19 Trainees

The terms of this award apply to a trainee covered by the provisions in Schedule E—National Training Wage except where otherwise stated in this award.

14. Classifications

- 14.1** A description of the classifications under this award is set out in Schedule A—Classification Definitions.

15. Employer and employee duties

- 15.1** An employee may be directed to carry out such duties, and use such tools as may be required, which are within the limits of the employee’s skill, competence and training including, but not limited by, duties which are incidental and peripheral to the employee’s main task or function.
- 15.2** An employee may be directed to transfer to another job or location, or onto or off a building site at the discretion of the employer.

- 15.3** An instruction issued by an employer under clauses 15.1 and 15.2 must be consistent with the employer's responsibility to provide a safe and healthy working environment.

Part 3—Hours of Work

16. Ordinary hours of work

- 16.1** Except as provided elsewhere in this award, the ordinary hours of work for an employee are 38 or an average of 38 hours per week.

16.2 Day workers

Subject to clause 26—Alternative working arrangement, ordinary hours for a day worker must be worked as 8 hours per day, between 6.00 am and 7.00 pm Monday to Friday, over a 20 day 4 week cycle, with 0.4 of one hour of each day worked accruing as a paid rostered day off in each cycle.

- 16.3** An employee who works overtime must be paid overtime in accordance with clause 24—Overtime.

- 16.4** An employee required to work on a public holiday must be paid for a minimum of 4 hours' work at the rate of **250%** of the ordinary hourly rate.

17. Rostering arrangements—day workers

- 17.1** Where it is agreed between a majority of employees and the employer that a paid rostered day off in each cycle is not practicable then agreement may be reached in writing on an alternative method of implementing ordinary hours, including:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days;
- (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
- (e) any other work cycle during which a weekly average of 38 ordinary hours are worked.

- 17.2** The paid rostered days off must be implemented:

- (a) by the employer fixing one day in a cycle on which all employees will be off;
- (b) by the employer rostering employees off on various days in a cycle so that each employee has a paid rostered day off during the cycle; or
- (c) by any other method which is agreed to by the employer and a majority of employees in the affected factory, workshop or section of the enterprise.

- 17.3** Where any paid rostered day off falls on a public holiday, the next working day must be taken instead of the paid rostered day off unless an alternative day is agreed in writing between the employer and an employee.
- 17.4** Each day of paid leave (except the paid rostered day off) and any public holiday taken during a cycle of 4 weeks must be regarded as a day worked for accrual purposes.
- 17.5** An employee who has not worked a complete 19 day 4 week cycle must be paid accrued pro rata entitlements for each day worked on the rostered day off or, in the case of termination of employment, on termination.
- 17.6** An employee who works on a paid rostered day off or any substituted day must, in addition to any time credits accumulated for that day during a work cycle, be paid the penalty rates and provisions prescribed for Saturday work in clause 24.3(a), but shall not, in addition to those payments, be entitled to a day off instead of the day worked. Where an alternative day is substituted for a scheduled rostered day off, the penalty payments will only apply to the alternative day worked and not the original rostered day off.

18. Breaks

18.1 Meal breaks

- (a) An employee is entitled to a meal break on each day of work of at least 30 minutes to be taken no less than 4 hours and no later than 6 hours after the start of work where the employee is a day worker and no less than 5 hours after the start of work where the employee is a shiftworker.
- (b) Except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, **200%** of the ordinary hourly rate must be paid for all work done during a meal break and thereafter until a meal break is taken.

18.2 Rest periods—day workers

- (a) An employee is entitled to a paid rest period of 10 minutes between 9.30 am and 11.30 am on each day of work.
- (b) In addition to the rest period in clause 18.2(a), an employee engaged on glass and glazing work is entitled to a rest period of 10 minutes in the afternoon at a time to be selected by the employer, provided that when any spell of duty in ordinary hours is for 4 hours or more, the rest period must be allowed in the third hour of duty.

18.3 Paid crib time

Where shiftwork comprises 3 continuous and consecutive shifts of 8 hours each per day, an employee is entitled to a paid 20 minute crib time instead of any other rest period or cessation of work prescribed elsewhere in this award.

18.4 Washing time

An employee engaged in glass and glazing work as a spray painter operator or stripper of mirrors or using rouge, glacite or substitute material is entitled to 5 minutes before the meal or crib break and 5 minutes before the conclusion of work for the day or shift for washing purposes.

Part 4—Wages and Allowances**19. Minimum rates**

19.1 An employer must pay employees the following minimum rates for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 1	740.80	19.49
Level 2	762.10	20.06
Level 3	791.30	20.82
Level 4	818.50	21.54
Level 5	862.50	22.70
Level 6	889.50	23.41
Level 7	916.60	24.12

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

19.2 For the purposes of clause 19.1, any entitlement to a minimum rate expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.

19.3 The classification definitions are set out in Schedule A—Classification Definitions.

19.4 The following employees are not entitled to the minimum rates set out in the table in clause 19.1:

- (a) an apprentice (see clause 19.5—Apprentice minimum rates and clause 19.6—Adult apprentice minimum rates);
- (b) a trainee (see clause Schedule E—National Training Wage); and
- (c) an employee receiving a supported wage (see clause Schedule F—Supported Wage System).

19.5 Apprentice minimum rates

(a) Minimum rates—apprentices who commence a contract of training on or after 1 January 2014

An apprentice will be paid a minimum rate of pay calculated on the total of the percentage of the level 5 classification minimum weekly rate in clause 19.1 determined in accordance with the following tables (calculated to the nearest \$0.10, less than \$0.05 to be disregarded), and the allowances prescribed in clause 21.2 (where applicable):

(i) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	Has not completed year 12	Has completed year 12
		% of the level 5 minimum weekly rate in clause 19.1	
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	50	55
Stage 2	<ul style="list-style-type: none"> • On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing the apprenticeship whichever is the earlier.	60	65
Stage 3	<ul style="list-style-type: none"> • On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing Stage 2 whichever is the earlier.	75	75
Stage 4	<ul style="list-style-type: none"> • On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing Stage 3 whichever is the earlier.	90	90

(ii) Three year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of level 5 minimum weekly rate in clause 19.1
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	55
Stage 2	<ul style="list-style-type: none"> On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 12 months after commencing the apprenticeship whichever is the earlier.	75
Stage 3	<ul style="list-style-type: none"> On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 12 months after commencing Stage 2 whichever is the earlier.	90

(b) Apprentices who commenced a contract of training before 1 January 2014

An apprentice will be paid a minimum rate of pay calculated on the total of the percentage of the level 5 classification minimum weekly rate in clause 19.1 determined in accordance with the following table (calculated to the nearest **\$0.10**, less than **\$0.05** to be disregarded), and the allowances prescribed in clause 21.2 (where applicable):

4 year apprenticeship	% of level 5 minimum weekly rate in clause 19.1
1st year	45
2nd year	55
3rd year	75
4th year	90
3 year apprenticeship	% of level 5 minimum weekly rate in clause 19.1
1st year	50
2nd year	75
3rd year	90

(c) Where an apprenticeship is shortened in accordance with clause 13.4, the apprentice is to be paid the minimum rate corresponding to the stage of the apprenticeship being undertaken.

(d) An employee who is under 21 years of age on the expiration of their apprenticeship and then works as a junior in the occupation to which the

employee was apprenticed must be paid at not less than the minimum rate prescribed for the classification.

19.6 Adult apprentice minimum rates

- (a) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum rate by virtue of entering into the training agreement. For the purpose only of fixing a minimum rate, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 19.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (b) Subject to clause 19.6(a), the minimum rates for an adult apprentice are to be calculated in accordance with the percentages set out below (calculated to the nearest \$0.10, less than \$0.05 to be disregarded) applied to the Level 5 classification minimum weekly rate in clause 19.1:

(i) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of level 5 minimum weekly rate in clause 19.1
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	81
Stage 2	<ul style="list-style-type: none"> • On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing the apprenticeship whichever is the earlier.	85
Stage 3	<ul style="list-style-type: none"> • On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing Stage 2 whichever is the earlier.	88
Stage 4	<ul style="list-style-type: none"> • On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or • 12 months after commencing Stage 3 whichever is the earlier.	94

(ii) **Three year apprenticeship (nominal term)**

Stage of apprenticeship	Minimum training requirements on entry	% of level 5 minimum weekly rate in clause 19.1
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	83
Stage 2	<ul style="list-style-type: none"> On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 12 months after commencing the apprenticeship whichever is the earlier.	88
Stage 3	<ul style="list-style-type: none"> On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualifications; or 12 months after commencing Stage 2 whichever is the earlier.	94

- (c) Subject to clause 19.6(a), where an adult apprenticeship is shortened in accordance with clause 13.4, the adult apprentice is to be paid the minimum rate corresponding to the stage of the apprenticeship being undertaken.

19.7 Higher duties

- (a) An employee engaged for more than 2 hours during one day on duties carrying a higher minimum rate than the employee's ordinary classification must be paid the higher minimum rate for such day.
- (b) If engaged on higher duties for 2 hours or less during one day, the employee must be paid the higher minimum rate for the time worked at the higher level.

19.8 School-based apprentices

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

19.9 National training wage

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

19.10 Supported wage system

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

20. Payment of wages

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.

- 20.1** Subject to clause 20.2, all monies due to an employee by the employer in relation to the performance of work must be paid and be available by no later than the end of ordinary hours of work on Thursday of each working week.
- 20.2** Mutually acceptable alternative arrangements must be made in any week in which a public holiday falls on a Thursday or a Friday.
- 20.3** All monies must be paid by cash, cheque or direct credit to the account at an approved financial institution nominated by the employee, provided that payment other than by cash creates no undue financial burden to the employee.
- 20.4** Subject to clause 20.1, an employee who due to circumstances within the control of the employer does not receive such monies by the end of ordinary hours of work on the Thursday of each week must be paid waiting time at overtime rates, with a minimum of 15 minutes payment until the monies due are paid.

20.5 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 clause 20.5(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: Clause 20.5(b) allows the Commission to make an order delaying the requirement to make a payment under clause 20.5. 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.

21. Allowances

Clause 21.4(g) amended in accordance with [PR715726](#).

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.

21.1 Employers must pay to an employee the allowances the employee is entitled to under clause 21.

NOTE: See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

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

- (a) Leading hands (clause 21.3(a));
- (b) Industry allowance (clause 21.3(b));
- (c) Tool allowance (21.4(a)); and
- (d) Stonemasonry tools and equipment allowance (21.4(b)(i)).

21.3 Wage-related allowances

(a) Leading hands

A leading hand in charge of one or more people must be paid the following, in addition to the minimum rate for the highest classification supervised or their own minimum rate, whichever is higher:

In charge of	\$ per week
1 employee	20.70
2–5 employees	45.45
6–10 employees	58.18
11 or more employees	77.38

(b) Industry allowance

- (i) An employee engaged on joinery work, shopfitting, stonemasonry or outside work must be paid **\$32.32** per week extra to compensate for the disabilities associated with the industry.
- (ii) A glazier or an apprentice glazier, engaged other than on factory glazing, must be paid **\$0.86** per hour extra while engaged other than on factory glazing to compensate for the disabilities associated with the industry, provided that:

- in respect of public holidays not worked (where payment is otherwise due), paid leave and attendance by apprentices at prescribed technical training, the disability allowance must also be paid for each hour the employee would have been engaged other than on factory glazing during such period; and
- in the case of an employee proceeding on paid leave or receiving payment instead of leave on termination where it cannot be established to what extent they would have been engaged on other than factory glazing during the period, the disability allowance paid is to be pro rata of the disability allowance they were paid in the preceding 12 weeks.

(c) First aid allowance

An employee who has been trained to perform first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or a similar body must be paid **\$17.16** per week extra if appointed by the employer to perform first aid duty.

(d) Special rates

For special rates calculated as wage-related allowances, see clause 21.5.

21.4 Expense-related allowances

(a) Tool allowance

- (i)** An employee must be paid the following allowance per week extra for supplying and maintaining tools:

Employee classification	\$ per week
Carpenter and/or joiner	32.11
Carver	32.11
Joiner special class	32.11
Joiner-setter out	32.11
Letter cutter	32.11
Prefab setter	32.11
Prefab tradesperson	32.11
Shopfitter	32.11
Stonemason	32.11
Plasterer	26.55
Glazier	11.28
Assembler A	9.60
Glass worker	7.79
Painter	7.71

- (ii) Where an employer provides an employee with all the tools reasonably required to perform all the functions of the employee's employment then no tool allowance is payable. In these cases:
- the employer must notify the employee in writing;
 - an employee provided with tools of trade by the employer is not responsible for the loss of these tools where the loss is outside the control of the employee; and
 - an employee provided with tools of trade by the employer must replace all or any tools of trade lost due to the negligence of the employee, provided that where the tools of trade are locked in a secure location provided by the employer, or at the employer's premises, the employee must not be held responsible for the loss.
- (iii) Clause 21.4(a)(ii) does not apply to an employee employed as at 14 January 1993 or an apprentice unless otherwise agreed between the parties.

(b) Stonemasonry tools and equipment

- (i) The tool allowance prescribed in clause 21.4(a)(i) does not include the provision of stonemasonry cutting tools, except mash hammers, squares, pitching tools and straight-edges up to one metre in length. The employer may elect to provide such tools. Where the tools are provided by an employee, the employer must reimburse the employee for the cost of the tools and must pay the employee \$0.07 per hour extra.
- (ii) The employer must reimburse an employee for the cost of sharpening all necessary stonemasonry cutting tools. On completion of engagements, all stonemasonry cutting tools provided by the employee must be sharpened by the employer or the employer must pay the employee an allowance equal to the cost of sharpening.
- (iii) The employer must reimburse an employee for the cost of fitting all pneumatic surfacing machines and lathes with jet sprays or other suitable device for keeping the stone wet or provide such device.

(c) Meal allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by the employer an amount of \$15.38 extra to meet the cost of a meal, except as provided for in clause 21.4(g).

(d) Employee protection allowance

- (i) An employer must reimburse an employee for the cost of purchasing the following protective equipment or provide the protective equipment:
- one apron per year for an employee operating flexible drive polishing machines;

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- suitable protective clothing or footwear for an employee engaged on stonemasonry work; and
 - suitable protective clothing and footwear for an employee engaged on glass and glazing work.
- (ii) An employer must reimburse an employee engaged on stonemasonry work for the cost of an x-ray for silicosis once in each period of 6 months, if the employee so requires. An x-ray may be taken during working hours and count as time worked.
- (iii) When an employer requires an employee to wear spectacles with toughened glass lenses, the employer must pay for the cost of the toughening process.

(e) Compensation for clothing and tools

- (i) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances must be paid compensation by the employer to the extent necessary to cover the loss.
- (ii) An employee must be reimbursed by the employer to a maximum of **\$1862.00** for the loss of tools or clothes, by fire or breaking and entering, which were securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up or if the tools are accidentally lost over water or if the tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Reimbursement is subject to the following:
- an employee transporting their own tools must take all reasonable care to protect those tools and prevent loss or theft;
 - only tools used by the employee in the course of employment are covered;
 - the employee must, if requested to do so, furnish the employer with a list of the tools so used;
 - reimbursement is at the current replacement value of new tools of the same or comparable quality; and
 - the employee must report any theft to the police prior to making a claim on the employer for the replacement of stolen tools.

(f) Motor vehicle allowance

An employee engaged on glass and glazing work who reaches agreement with their employer to use their own motor vehicle on the employer's business must be paid an allowance of **\$0.78** per kilometre travelled.

(g) Living away from home for a distant job

(i) For the purposes of clause 21.4(g), a **distant job** is one where either the distance from the employee's usual place of residence or the travelling facilities available make it reasonably necessary for the employee to live and sleep away from their usual residence.

~~(ii) An employee directed by their employer to proceed to a distant job and who complies with such direction is entitled to either:~~

- ~~• payment of an allowance of \$503.40 per full working week (of seven days), or where the job is for less than a full working week, \$72.02 per day, or if the employee satisfies the employer that a greater outlay than that prescribed was reasonably incurred, reimbursement for the expenses outlaid; or~~
- ~~• reasonable board and lodging provided by the employer, where reasonable board and lodging means either a single room or twin room if a single room is not available with adequate furnishings, good bedding, good floor coverings, good lighting and good heating/cooling and with hot and cold running water, all in a well kept hotel/motel type establishment, and three adequate meals each day.~~

~~(ii) Where an employee is directed by their employer to proceed to a distant job, and the employee complies with such direction, the employer will:~~

- ~~(A) pay the employee the greater of \$72.02 per day or an amount which fully reimburses the employee for all reasonable accommodation and meal expenses incurred; or~~
- ~~B) provide the worker with accommodation and 3 adequate meals each day; or~~
- ~~(C) provide the worker with accommodation and reimburse the employee for all reasonable meal expenses; or~~
- ~~(D) where employees are required to live in camp, provide all board and accommodation free of charge.~~

~~(iii) Any accommodation provided under clause 21.4(g)(ii) must be in accordance with contemporary living standards taking into account the particular circumstances of the location in which the work is performed and must include reasonable washing, laundry, recreational, kitchen, external lighting, communications and fire protection facilities.~~

~~(iii)(iv)~~ Subject to clause 21.4(g), an employee who complies with their employer's direction to proceed to a distant job is not required to travel outside their ordinary hours of work each day and is entitled:

- to travelling time at their ordinary rate of pay for the period incurred in travelling between their usual residence and the distant job on the forward journey, on the return journey and at the completion of the job on the return journey;

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- to be paid an amount of **\$20.81** to cover the expenses of reaching their residence from the main public transport terminal on the return journey; and
- to be paid **\$15.38** per meal for any meals incurred while travelling on either the forward or return journey.

~~(iv)~~(v) Subject to clause 21.4(g), an employee who complies with their employer's direction to proceed to a distant job must be paid the amount of an economy return fare and any excess payment incurred in transporting their tools.

~~(v)~~(vi) An employee dismissed for misconduct or incompetency within one week of commencing work on a distant job, or an employee who terminates or discontinues their work within one month of commencing the distant job, is not entitled to the amount of the return fare prescribed in clause 21.4(g)(v) and the payments prescribed by clause 21.4(g)(iv).

~~(vi)~~(vii) Subject to clause 21.4(g)(viii), after 3 months' continuous service on a distant job to which an employee has been directed to attend, and thereafter at 4 monthly periods of continuous service thereon, an employee may return to their usual residence at a weekend.

~~(vii)~~(viii) Where the location of a distant job is in an area to which air transport is the only practical means of travel, an employee may return to their usual residence after 5 months' continuous service and if the employee does so the employee is entitled to 2 days' leave with pay in addition to the weekend. An employee may also return to their usual residence after each further period of 5 months' continuous service and in each case if the employee does so the employee is entitled to 2 days' leave, of which one day must be paid.

~~(viii)~~(ix) An employee who returns to their usual residence in accordance with clauses 21.4(g)(vii) and (viii) must be paid the amount of the economy return fare and the paid leave on the pay day 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.

~~(ix)~~(x) The entitlement in clauses 21.4(g)(vii) and (viii) must be taken as soon as reasonably practicable after it becomes due and lapses after a further period of 2 months if the employee has been notified in writing by the employer of their entitlement and its expiry date in the week prior to the entitlement becoming due.

~~(x)~~(xi) In special circumstances, and by agreement with the employer, the entitlement in clauses 21.4(g)(vii) and (viii) may be granted earlier or taken later without altering the accrual of the entitlements.

~~(xi)~~(xii) The leave entitlements prescribed in clauses 21.4(g)(vii) and (viii) count as periods of service for all purposes of this award.

~~(xii)~~(xiii) An employee who is provided with full board and lodging in accordance with clause 21.4(g)(ii), who works ordinary hours as required on the day before and the day after a weekend, who notifies the employer or employer's representative no later than Tuesday of each week of their intention to return to their usual residence at the weekend and who actually returns to their usual residence on the weekend must be paid an allowance of **\$42.20** for each occasion.

~~(xiii)~~(xiv) If an employer and an employee agree in writing, the paid rostered day or shift off as prescribed in clauses 16.2 and 25 may be taken, and paid for, in conjunction with and additional to the return to usual residence leave as prescribed in clauses 21.4(g)(vii) and (viii), or at the end of the work on the distant job, or on termination, whichever comes first.

~~(xiv)~~(xv) For the purposes of clause 21.4(g) **economy return fare** means the total cost of the most common method of public transport ~~(including bus, aircraft or rail, with sleeping berths if necessary)~~ between the employee's usual residence and the distant job and return.

(h) Stonemasonry work at a cemetery

An employee engaged on stonemasonry work when directed to work on fixing work in a cemetery away from the employer's usual place of business is entitled to payment at ordinary time rates for any excess travelling time involved and must be:

- (i) reimbursed for any fares incurred in excess of those normally expended in travelling to and from their usual residence to the employer's premises; or
- (ii) paid an amount of **\$0.78** per kilometre travelled in excess of those normally expended in travelling to and from their usual residence to their employer's premises, where an employer requests an employee to use their own car and the employee agrees to do so.

(i) Performing glass and glazing work away from the usual place of business

An employee engaged on glass and glazing work who is directed to commence work at the usual starting time at a location other than the employer's usual place of business must be paid at ordinary time rates for the first hour each way and thereafter at overtime rates for any excess travelling time involved and must be:

- (i) reimbursed for any fares incurred in excess of those normally expended in travelling to and from their usual residence to the employer's usual place of business; or
- (ii) paid an amount of **\$0.78** per kilometre travelled in excess of those normally expended in travelling to and from their usual residence to their employer's usual place of business, where an employer requests an employee to use their own motor vehicle and the employee agrees to do so.

21.5 Special rates—wage-related allowances

Subject to clause 21.7, the following extra rates must be paid to an employee:

(a) Asbestos allowance

An employee required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) required by the appropriate occupational health authority when using materials containing asbestos or working in close proximity to an employee using such materials must be paid **\$0.91** per hour extra while wearing this equipment.

(b) Bagging allowance

An employee engaged in bagging brick or concrete structures must be paid **\$0.66** per hour extra.

(c) Cold work allowance

(i) An employee working for more than one hour in a place where the temperature is reduced by artificial means below 0 C must be paid **\$0.73** per hour or part thereof extra.

(ii) Where work continues for more than 2 hours, the employee is entitled to 20 minutes rest after every 2 hours' work without loss of pay, not including the special rate provided by clause 21.5(c)(i).

(d) Computing quantities allowance

(i) An employee who is regularly required to compute or estimate quantities of materials in respect to the work performed by other employees must be paid **\$5.29** per day or part thereof extra.

(ii) This allowance does not apply to an employee classified and paid as a leading hand or setter-out.

(e) Confined space allowance

An employee required to work in a confined space must be paid **\$0.91** per hour or part thereof extra.

(f) Dirty work allowance

An employee engaged in unusually dirty work must be paid **\$0.73** per hour extra.

(g) Explosive powered tools allowance

An operator of explosive powered tools who is required to use an explosive powered tool must be paid **\$1.73** per day extra for each day on which such a tool is used.

(h) Grindstone allowance

A carpenter and/or joiner must be paid **\$7.79** per week extra where a grindstone or wheel is not made available by the employer.

(i) Heavy blocks allowance

An employee handling, lifting and placing heavy blocks must be paid:

Weight	\$ per hour
Where the blocks weigh over 5.5kg and under 9kg	0.73
Where the blocks weigh 9kg or over and up to 18kg	1.32
Where the blocks weigh over 18kg	1.86

(j) Hot bitumen allowance

An employee handling hot bitumen or asphalt or dipping materials in creosote must be paid **\$0.91** per hour extra.

(k) Hot places allowance

(i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Temperature	\$ per hour or part thereof extra
Between 46 C and 54 C	0.73
In excess of 54 C	0.91

(ii) In addition, where work continues for more than 2 hours in temperatures exceeding 54 C, the employee is entitled to 20 minutes rest after every 2 hours' work without loss of pay, not including the special rate in clause 21.5(k)(i).

(iii) The temperature is to be determined by the employer after consultation with the employee who claims the special rate.

(l) Insulation allowance

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use of such substance must be paid **\$0.91** per hour or part thereof extra.

(m) Wet work allowance

(i) An employee who is working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, must be paid **\$0.73** per hour extra while so engaged.

(ii) An employee engaged on stonemasonry work in a cemetery who is required to work under unusually muddy or sloppy conditions must be paid **\$0.86** per hour extra instead of the allowance in clause 21.5(m)(i).

(iii) Where an employer and an employee engaged on fixing work in a cemetery agree that such work cannot be carried out owing to wet weather,

the employer must provide the employee with other work or pay the employee for the time lost.

(n) Tower allowance

An employee who is working on a chimney stack, spire tower, radio or television mast or tower, air shaft (other than above ground in a multistorey building), cooling tower, water tower or silo where the construction exceeds 15 metres in height must be paid:

- (i) **\$0.73** per hour extra for all work above 15 metres; and
- (ii) a further **\$0.73** per hour extra for work above each additional 15 metres.

(o) Roof repairs allowance

An employee engaged on repairs to roofs must be paid **\$0.91** per hour extra.

(p) Second hand timber allowance

An employee whose tools are damaged by nails, dumps or other foreign matter on second hand timber the employee is working on must be paid **\$2.86** per day extra on each day on which the employee's tools are damaged, provided that the damage is reported immediately to the employer's representative on the job in order that the employee may prove the claim.

(q) Spray application allowance

An employee engaged on all spray applications carried out in other than a properly constructed booth approved by the relevant State authority must be paid **\$0.73** per hour extra.

(r) Swing scaffold allowance

- (i) Subject to clause 21.5(r)(ii), an employee must be paid **\$5.27** for the first 4 hours or any part thereof extra, and **\$1.09** for each hour thereafter extra, on any day the employee is employed:
 - on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc; or
 - on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- (ii) An apprentice with less than 2 years' experience must not use a swing scaffold or bosun's chair.

(s) Toxic substances allowance

- (i) An employee using toxic substances or materials of a like nature must be paid **\$0.91** per hour extra. An employee working in close proximity to an employee so engaged must be paid **\$0.73** per hour extra.
- (ii) For the purpose of clause 21.5(s)(i), toxic substances include epoxy based materials and all materials which include or require the addition of a

catalyst hardener and reactive additives or 2-pack catalyst systems are deemed to be materials of a like nature.

(t) **Collection of monies allowance**

An employee engaged on glass and glazing work who in the course of their duties is authorised to collect, and does collect, monies on behalf of the employer must be paid \$6.65 per week extra.

21.6 Special rates—other allowances

(a) **Scaffolding allowance**

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the relevant State or Territory authority and who is required to act on that certificate while engaged on work requiring a certificated person must be paid 3.2% per hour extra.

21.7 Special rates are not cumulative or subject to addition of penalties

- (a) The special rates in clause 21.5 and 21.6 must be paid when incurred and irrespective of the times at which the work is performed and are not subject to any premium or penalty additions.
- (b) Where the special rates in clause 21.5 and 21.6 provide payments for disabilities of substantially the same nature then only the highest of such rates is payable.

22. Accident pay

Administrative change to clause 22.1 made by Modern Awards team resulting in renumbered clauses.

~~22.1— Clause 22 commences on 15 October 2015.~~

~~22.222.1~~ The employer must pay an employee accident pay.

~~22.3~~ **22.2 Definitions**

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the amount of workers' compensation received by the employee and the employee's appropriate 38 hour award rate. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the award rate for that period. The award rate does not include over award payments, shift loadings or overtime.
- (b) **Injury**, for the purposes of clause 22, has the same meaning as that contained in the applicable workers' compensation legislation covering the employer in respect of a claim made by the employee.

~~22.4~~ **22.3** Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total

of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.

~~22.5~~22.4 The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with clause 22.3.

~~22.6~~22.5 Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.

~~22.7~~22.6 If an employer has a scheme for the payment of accident pay that contains provisions generally not less favourable to employees than the provisions of clause 22, the employer may apply to the Fair Work Commission for that scheme to apply instead of clause 22.

~~22.8~~22.7 For a casual employee the weekly payment as defined in clause 2—Definitions will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.

~~22.9~~22.8 If an employee entitled to accident pay under clause 22 returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

~~22.10~~22.9 For the avoidance of doubt, an employee will not be entitled to any payment under clause 22 in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.

23. Superannuation

23.1 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.

23.2 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.

23.3 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 23.2.
- (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 23.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or (b) was made.

23.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Cbus;
- (b) CareSuper;
- (c) FIRSTSUPER;
- (d) AustralianSuper;
- (e) Allied Union Superannuation Trust of Queensland (Aust(Q));
- (f) BUSS(Q);
- (g) 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
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

23.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b):

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

24. Overtime

Clause 24.9 inserted in accordance with [PR715726](#).

24.1 Reasonable overtime

- (a) Subject to section 62 of the [Act](#) and clause 24.1, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 24.1 the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;

- (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms of clauses 16—Ordinary hours of work, 17—Rostering arrangements—day workers and 25—Shiftworkers inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
- (x) any other relevant matter.

24.2 Payment for working overtime

- (a) Except as provided for in clauses 24.3 and 24.4, for all work done outside of ordinary hours by a day worker the overtime rate is:
 - (i) **150%** of the ordinary hourly rate for the first 2 hours and **200%** thereafter; and
 - (ii) for all work done outside of ordinary hours by a shiftworker the overtime rate is **200%** of the ordinary hourly rate.
- (b) Overtime work performed by a shiftworker employed on the second or third shifts of a day when 2 or 3 shifts are worked must be paid **200%** of the ordinary hourly rate.

24.3 Weekend work

- (a) **Saturday**
 - (i) Overtime worked by an employee on a Saturday must be paid for at **150%** of the ordinary hourly rate for the first 2 hours and **200%** thereafter.
 - (ii) All overtime worked by an employee after 12 noon on a Saturday must be paid for at **200%** of the ordinary hourly rate.
- (b) **Sunday**

Overtime worked by an employee on a Sunday must be paid **200%** of the ordinary hourly rate.
- (c) An employee required to work overtime on a Saturday or a Sunday must be given and paid for at least 3 hours' work on a Saturday or 4 hours' work on a Sunday at the appropriate rate.
- (d) An employee working overtime on a Saturday or a Sunday must be allowed a paid 10 minute rest period.
- (e) An employee working overtime on a Saturday or a Sunday must be allowed a paid 20 minute crib break after 4 hours' work and a paid 30 minute crib break after a further 4 hours' work, paid at the ordinary hourly rate.

24.4 Public holiday work

An employee required to work overtime on a public holiday must be paid for a minimum of 4 hours' work at **250%** of the ordinary hourly rate.

24.5 Call back

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of 3 hours' work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances, the employee must not be required to work the full 3 hours if the job they were recalled to perform is completed within a shorter period.
- (b) Clause 24.5(a) does not apply where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

24.6 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 24.6, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid of **200%** of the ordinary hourly rate until the employee is released from duty for the period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) The provisions of clause 24.6 apply in the case of a shiftworker as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (e) An employee who has worked continuously, except for meal or crib breaks, for 20 hours must not be required to continue at or recommence work for at least 12 hours.

24.7 Crib breaks

An employee required to work overtime for 2 or more hours after the usual ceasing time for the day or shift is entitled to a paid 20 minute crib break immediately after such ceasing time or payment at overtime rates for the 20 minute crib break. After each 4 hours of continuous overtime, the employee is also entitled to a paid 30 minute crib break.

24.8 Transport of employees

An employee who, after having worked overtime and/or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available must be provided by the employer with transport to, or the cost of transport to, the employee's usual residence.

24.9 Time off instead of payment for overtime

- (a) Clause 24.9 does not apply to casual employees.
- (b) 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.
- (c) 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 24.9.
- (d) 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 clause 24.9(d)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by this clause is set out at Schedule I—Agreement for time off instead of payment for overtime. There is no requirement to use the form of agreement set out at Schedule I—Agreement for time off instead of payment for overtime. An agreement under clause 24.9 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (e) 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 24.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(f) 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.

(g) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.9 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.

(h) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 24.9(f), 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.

(i) The employer must keep a copy of any agreement under clause 24.9 as an employee record.

(j) 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.

(k) 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 24.9 will apply, including the requirement for separate written agreements under clause 24.9(c) 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).

(l) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 24.9 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 24.9.

25. Shiftworkers

25.1 Definitions

For the purposes of clause 25:

(a) **Afternoon shift** means a shift finishing at or after 9.00 pm and at or before 11.00 pm.

- (b) **Night shift** means a shift finishing after 11.00 pm and at or before 7.00 am.
- (c) **Early morning shift** means a shift finishing after 12.30 pm and before 2.00 pm.
- (d) **Early afternoon shift** means a shift finishing after 7.30 pm and before 9.00 pm.

25.2 Hours of work

- (a) Subject to clause 26—Alternative working arrangement, the ordinary hours for a shiftworker are 8 hours per day, inclusive of meal breaks, Monday to Friday provided that:
 - (i) an ordinary night shift commencing before, and extending beyond, midnight Friday is regarded as a Friday shift; and
 - (ii) where shiftwork comprises 3 continuous and consecutive shifts of 8 hours each per day, a crib time of 20 minutes duration must be allowed without deduction of pay in each shift, such crib time being instead of any other rest period or cessation of work prescribed elsewhere in this award.
- (b) An employee on shiftwork accrues 0.4 of one hour for each 8 hour shift worked to allow one complete shift to be taken off as a paid shift for every cycle of 20 shifts. The 20th shift must be paid for at the appropriate shift rate as prescribed by clause 25.4.
- (c) Paid leave taken and public holidays occurring during any cycle of 4 weeks must be regarded as shifts worked for accrual purposes.
- (d) An employee who has not worked a complete 4 week cycle must be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment, on termination.
- (e) The employer and relevant employees must agree in writing on the arrangements for the programmed shift off during the 20 day cycle or for the accumulation of the accrued shifts off, provided that such accumulation must be limited to no more than 5 such accrued shifts off and that when taken, the shifts must be regarded as shifts worked for accrual purposes in the particular 20 shift cycle.
- (f) Where an employer, for emergency reasons, requires an employee to work on the employee's paid shift off, the employee must be paid, in addition to the employee's accrued entitlement, at **200%** of the ordinary hourly rate.

25.3 Stonemasonry work

- (a) Where an employee engaged on stonemasonry work is required to work shiftwork, the hours of duty are between 7.00 am and 11.00 pm, provided that the hours are worked in 2 shifts with 2 sets of employees.
- (b) The first shift must be worked between 7.00 am and 3.00 pm and be paid for at the ordinary hourly rate and the second shift must be worked between 3.00 pm and 11.00 pm and be paid for at **150%** of the ordinary hourly rate.
- (c) All time worked between 11.00 pm and 7.00 am must be paid at **200%** of the ordinary hourly rate.

25.4 Shift rates

- (a) Other than for work on a Saturday, Sunday or public holiday, the rate of pay for afternoon or night shift is **150%** of the ordinary hourly rate.
- (b) The rate of pay for early morning and early afternoon shift is **125%** of the ordinary hourly rate, provided that the employee is employed continuously for 5 shifts Monday to Friday in any week.
- (c) A public holiday in any week is not a break in continuity for the purposes of clause 25.4(a).
- (d) An employee who is employed for less than 5 consecutive shifts Monday to Friday must be paid for each day the employee works on shiftwork at **150%** of the ordinary hourly rate for the first 2 hours and **200%** thereafter.
- (e) When a job finishes after proceeding on shiftwork for more than one week, or the employee terminates their services during the week, the employee must be paid at the rate specified in clause 25.4(a) for the time actually worked.

25.5 Overtime and public holiday rates

- (a) A shiftworker who works overtime must be paid overtime in accordance with clause 24—Overtime.
- (b) A shiftworker required to work on a public holiday must be paid for a minimum of 4 hours' work at the rate of **250%** of the ordinary hourly rate.

25.6 Shift notice

- (a) An employee must be given at least 48 hours' notice of a requirement to work shiftwork.
- (b) The hours for a shiftworker when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of the alteration must be given to the employee not later than the finishing time of the previous shift.

26. Alternative working arrangement

Clause 26.1(b) amended in accordance with [PR715726](#).

- 26.1** By written agreement between the employer and the employees, the ordinary hours of work may be altered from those allowed under clauses 16—Ordinary hours of work, 18—Breaks or 24—Overtime to suit the needs of a particular enterprise, factory, workshop or section, provided that:
- (a) where employees employed at the enterprise, factory, workshop or section request that the employer consult with their representatives on the proposed alteration, that consultation takes place at least 5 days prior to the introduction of the proposed alteration;

- (b) the agreement must be made by ~~at least 60%~~ the majority of employees in the enterprise, factory, workshop or section affected by the alteration; and
- (c) no employee experiences a loss of ordinary time pay or status as a result of the alteration.

26.2 For the purposes of clause 26, **section** means a clearly identifiable production process.

Part 6—Leave and Public Holidays

27. Annual leave

27.1 Annual leave is provided for in the [NES](#). Annual leave does not apply to a casual employee.

27.2 Payment for period of annual leave

- (a) Instead of the **base rate of pay** as referred to in section 90(1) of the [Act](#), an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to clause 27.2(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including applicable allowances, loadings and penalties paid for all purposes of the award, first aid allowance, if applicable, and any other wages payable under the employee's contract of employment including any over-award payment.
- (c) The employee is not entitled to payments in respect of overtime, shift rates, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

(d) **Electronic funds transfer (EFT) payment of annual leave**

Despite anything else in clause 27, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

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

27.3 Annual leave loading

- (a) In addition to the payment prescribed in clause 27.2, during a period of annual leave an employee must be paid a loading of **17.5%** calculated on the minimum wages, loadings and allowances by clauses:
 - (i) 19—Minimum rates;

- (ii) 19.5—Apprentice minimum ;
- (iii) 19.6—Adult apprentice minimum ;
- (iv) 19.9—National Training Wage;
- (v) Schedule F—Supported Wage System;
- (vi) 21.3(b), 21.4(a) and 21.4(b) as applicable; and
- (vii) the leading hand rates prescribed by clause 21.3(a) if applicable.

- (b) An employee is also entitled to the **17.5%** loading on any proportionate leave on termination.
- (c) An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to that prescribed in clause 27.3(a) or the shift rates prescribed by this award, whichever is the greater but not both.

27.4 Commencement of annual leave for distant jobs

If an employee is still engaged on a distant job when annual leave is granted and the employee returns by the first reasonable means of transport to the place of engagement (or, if employed prior to going to the distant job, to the place regarded as the headquarters), the employee's annual leave commences on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

27.5 Excessive leave accruals: general provision

NOTE: Clauses 27.5 to 27.7 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 27.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 27.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

27.6 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 27.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 27.6(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 27.5, 27.6 or 27.7 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 clause 27.6(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 27.6(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 clause 27.6(d) may result in the direction ceasing to have effect. See clause 27.6(b)(i).

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

27.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 27.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 27.7(a) 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 27.6(a) that, when any other paid annual leave arrangements (whether made under clause 27.5, 27.6 or 27.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 27.7(a) 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 27.5, 27.6 or 27.7

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.
- (d) An employee is not entitled to request by a notice under clause 27.7(a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 27.7(a).

27.8 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 27.8 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 27.8 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 27.8, 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.

27.9 Annual close-down

Notwithstanding section 88 of the [Act](#) and clause 27.5, an employer may close down an enterprise or part of it during the Christmas–New Year period for the purpose of giving the whole of the annual leave owing to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than 2 months' notice of intention to do so;

- (b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and also paid for that leave at the appropriate rate in accordance with clauses 27.2 and 27.3;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 27.8 also counts as service by the employee with their employer.

27.10 Proportionate leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate rate calculated in accordance with clauses 27.2 and 27.3.

27.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.11.
- (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 27.11 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 27.11 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 27.11 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 27.11.

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 27.11.

NOTE 3: An example of the type of agreement required by clause 27.11 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

28. Personal/carer’s leave and compassionate leave

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

28.2 If an employee is terminated by their employer and is re-engaged by the same employer within a period of 6 months then the employee’s unclaimed balance of paid personal/carer’s leave continues from the date of re-engagement.

29. Parental leave and related entitlements

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

30. Community service leave

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

30.2 Reimbursement for jury service

A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee’s attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.

31. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: 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.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

32. Public holidays

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

32.2 Substitution of certain public holidays by agreement at the enterprise

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

32.3 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule A.

Part 7—Consultation and Dispute Resolution

33. Consultation about major workplace change

33.1 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.

33.2 For the purposes of the discussion under clause 33.1(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.

33.3 Clause 33.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

33.4 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 33.1(b).

33.5 In clause 33 **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.

33.6 Where this award makes provision for alteration of any of the matters defined at clause 33.5, such alteration is taken not to have significant effect.

34. Consultation about changes to rosters or hours of work

34.1 Clause 34 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.

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

34.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 34.2 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.

34.4 The employer must consider any views given under clause 34.3(b).

34.5 Clause 34 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

35. Dispute resolution

35.1 Clause 35 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

35.2 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.

35.3 If the dispute is not resolved through discussion as mentioned in clause 35.2, 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.

- 35.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 35.2 and 35.3, a party to the dispute may refer it to the Fair Work Commission.
- 35.5** 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.
- 35.6** 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.
- 35.7** 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 35.
- 35.8** While procedures are being followed under clause 35 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.
- 35.9** Clause 35.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

36. Termination of employment

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

36.1 Notice of termination by an employee

- (a) Clause 36.1 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

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
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 clause 36.1(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 clause 36.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 36.1(b), then no deduction can be made under clause 36.1(d).
- (f) Any deduction made under clause 36.1(d) must not be unreasonable in the circumstances.

36.2 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 36.2 is to be taken at times that are convenient to the employee after consultation with the employer.

37. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

37.1 Transfer to lower paid duties on redundancy

- (a) Clause 37.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 37.1(c).

- (c) If the employer acts as mentioned in clause 37.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

37.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 37 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

37.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 37.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 37.3(b).
- (d) An employee who fails to produce proof when required under clause 37.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 36.2.

37.4 Redundancy pay for employee of small business employer

- (a) Clause 37.4 applies to an employee of a small business employer except for an employee who is excluded from redundancy pay under the [NES](#) by sections 121(1)(a), 123(1), 123(4)(a) or 123(4)(d) of the [Act](#).
- (b) In clause 37.4(a) an employee is an employee of a small business employer if, immediately before the time the employee's employment is terminated, or at the time when the employee is given notice of termination as described in section 117(1) of the [Act](#) (whichever happens first), the employer is a small business employer as defined by section 23 of the [Act](#).
- (c) Subject to clauses 37.4(f) and 37.4(g), an employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (i) at the employer’s initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (ii) because of the insolvency or bankruptcy of the employer.
- (d) The amount of the redundancy pay in clause 37.4(c) equals the total amount payable to the employee for the redundancy pay period specified in column 2 of **Table 2—Redundancy pay period** according to the period of continuous service of the employee specified in column 1, worked out at the employee’s base rate of pay for his or her ordinary hours of work.

Table 2—Redundancy pay period

Column 1 Employee’s period of continuous service with the employer on termination	Column 2 Redundancy pay period
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years and over	8 weeks

- (e) In clause 37.4(d) continuous service has the same meaning as in section 119 of the [Act](#).
- (f) The terms of section 120 of the [Act](#) apply as if section 120 referred to ‘clause 37.4(c) above’ rather than ‘section 119’.

NOTE: Under section 120 of the [Act](#) the Fair Work Commission can determine that the amount of redundancy pay under the [NES](#) is to be reduced if the employer obtains other acceptable employment for the employee or cannot pay that amount. Clause 37.4(f) applies these arrangements also to redundancy pay under clause 37.4.

- (g) The terms of section 122 of the [Act](#) apply as if section 122 referred to ‘clause 37.4’ rather than ‘this Subdivision’ and to ‘clause 37.4(c) above’ rather than ‘section 119’.

NOTE: Under section 122 of the [Act](#) transfer of employment situations can affect the obligation to pay redundancy pay under the [NES](#) and the Fair Work Commission can make orders affecting redundancy pay. Clause 37.4(g) applies these arrangements also to redundancy pay under clause 37.4.

Schedule A—Classification Definitions

A.1 For the purposes of this award, the classification definitions are as follows:

A.1.1 Level 1 [relativity to Level 5—78%]

- (a) An employee at this level will undertake up to 38 hours induction training which may include information on the company, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, work health and safety, equal employment opportunity and quality control/assurance.
- (b) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
 - (i) performs work as directed;
 - (ii) performs routine duties essentially of a manual and repetitive nature;
 - (iii) is responsible for the quality of their own work subject to direct supervision;
 - (iv) works in a safe manner so as not to injure themselves or other employees;
 - (v) is able to solve basic problems associated with their work;
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) general labouring and cleaning duties from written or verbal instructions;
 - (ii) assistance to other employees at this or other skill levels within their level of skill and training;
 - (iii) other tasks as directed in accordance with their level of skill and training.
- (d) Level 1 includes the following occupations:
 - (i) General hand.
 - (ii) Factory hand.

A.1.2 Level 2 [relativity to Level 5—82%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of their skill and training:

- (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) repetitive fixing of pre-made components or parts of any article in predetermined ways, using basic written, spoken and/or diagrammatic instructions;
 - (ii) repetition work (including the feeding and removing of glass) on automatic, semi automatic or single purpose machines or equipment;
 - (iii) use of selected hand tools and hand operated power tools;
 - (iv) maintenance of simple records;
 - (v) manual handling skills;
 - (vi) use of hand trolleys and pallet trucks;
 - (vii) problem solving skills; and
 - (viii) handling of glass to and from cases, trucks, benches, pallets, stillages, bins, cages or racks.
- (d) Subject to Schedule A.1.2(e), Level 2 includes the following occupations:
- (i) Assembler B.
- (e) An employee currently classified as an Assembler B who is only required to perform the duties specified in Schedule A.1.2 must be paid in accordance with Level 2. Where such employee performs a wide range of duties including those more complex tasks identified for Level 3, then such employee must be paid in accordance with Level 3.

A.1.3 Level 3 [relativity to Level 5—87.4%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

- (b) An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of their skill and training:
- (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) performs routine duties which may involve the use of machinery or tools; and
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) production of standard components and operation of machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2;
 - (ii) an ability to interpret and follow standard procedures;
 - (iii) operation of flexibility between assembly stations;
 - (iv) receipt, dispatch, distribution, sorting, checking, packing, documentation and recording of goods, materials and components;
 - (v) basic inventory control in the context of a production process;
 - (vi) basic keyboard skills;
 - (vii) operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;
 - (viii) accurate measurement;
 - (ix) assistance to one or more tradespersons [i.e. Level 5 and above]; and
 - (x) problem solving skills.
- (d) Subject to Schedule A.1.3(e) and A.1.3(f), Level 3 includes the following occupations:
- (i) Assembler A;
 - (ii) Assembler B;
 - (iii) Primer;
 - (iv) Machinist grade 2; and

- (v) Dispatch worker/glass vehicle driver (other than crane mounted vehicle).
- (e) An employee currently classified as an Assembler A who is only required to perform the duties specified in Schedule A.1.3 must be paid in accordance with Level 3. Where such employee performs a wider range of duties including those more complex tasks identified for Level 4, then such employee must be paid in accordance with Level 4.
- (f) An employee currently classified as an Assembler B who is only required to perform the duties specified in Schedule A.1.2 must be paid in accordance with Level 2. Where such employee performs a wider range of duties including those more complex tasks identified for Level 3, then such employee must be paid in accordance with Level 3.

A.1.4 Level 4 [relativity to Level 5—92.4%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 3 and to the level of their skill and training:
 - (i) performs work as directed;
 - (ii) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (iii) works in a safe manner so as not to injure themselves or other employees;
 - (iv) is responsible for the quality of their own work subject to limited supervision;
 - (v) works from more complex standards and procedures;
 - (vi) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) operation of materials handling equipment requiring a licence or certificate;
 - (iii) setting up and operation and adjustment of machinery to produce more detailed components to exact specifications and standards;
 - (iv) fixing components or parts in pre-determined ways and simple rectification work to jobs in progress;

- (v) assistance to other employees at this and other skill levels within their level of skill and training;
 - (vi) other tasks as directed in accordance with their level of skill and training;
 - (vii) completion of simple clerical tasks;
 - (viii) selection of suitable methods for completing tasks and planning the order in which to complete them;
 - (ix) keyboard skills at a level higher than Level 3;
 - (x) lubrication of production machinery equipment;
 - (xi) problem solving skills.
- (d) Subject to Schedule A.1.4(e), Level 4 includes the following occupations:
- (i) Assembler A;
 - (ii) Machinist grade 1;
 - (iii) Computerised automatic glass cutting machine operator;
 - (iv) Automatic edge grinding/polishing machine operator;
 - (v) Automatic bevelling/polishing machine operator; and
 - (vi) Dispatch worker/glass vehicle driver (crane mounted vehicles).
- (e) An employee currently classified as an Assembler A who is only required to perform the duties specified in Schedule A.1.3 must be paid in accordance with Level 3. Where such employee performs a wider range of duties including those more complex tasks identified for Level 4, then such employee must be paid in accordance with Level 4.

A.1.5 Level 5 [relativity to Level 5—100%]

- (a) An employee to be classified at this level will hold a trade certificate, Tradesperson's Rights Certificate, or have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of their skill and training:
 - (i) understands and applies quality control techniques;
 - (ii) inspects products and/or materials for conformity with established operational standards;
 - (iii) exercises good interpersonal communication skills;

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- (iv) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (v) works in a safe manner so as not to injure themselves or other employees;
 - (vi) performs work under limited supervision either individually or in a team environment;
 - (vii) conducts training in conjunction with a skilled trainer as required;
 - (viii) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) selection of materials and operation of machinery and/or equipment to produce articles in accordance with trade standards;
 - (iii) identification and initiation of relevant action to obtain materials, tools and machinery requirements for a particular job;
 - (iv) maintenance and use of hand held pneumatic, power and personal tools;
 - (v) understanding and undertaking of basic quality control/assurance procedures on the work of employees in lower classifications;
 - (vi) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (vii) keyboard skills at a level higher than Level 4;
 - (viii) operation of all lifting equipment incidental to their work;
 - (ix) performance of non-trade tasks incidental to their work;
 - (x) performance of work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task and which does not require additional formal technical training;
 - (xi) approval and passing of first-off samples and maintenance of quality of product;
 - (xii) operation, setting up and adjustment of all production machinery in a plant to the extent of their training;
 - (xiii) performance of a range of maintenance functions;
 - (xiv) understanding and application of computer techniques as they relate to production process operations;

- (xv) high level stores and inventory responsibility beyond the requirements of an employee at Level 4;
 - (xvi) other tasks as directed in accordance with their level of skill and training.
- (d) Level 5 includes the following occupations:
- (i) Carpenter and/or joiner;
 - (ii) Stonemason;
 - (iii) Prefab tradesperson;
 - (iv) Painter;
 - (v) Plasterer;
 - (vi) Glazier;
 - (vii) Glass cutter;
 - (viii) Automatic bevelling/polishing machine setter operator; and
 - (ix) Automatic edge grinding/polishing machine setter operator.

A.1.6 Level 6 [relativity to Level 5—105%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 5 and to the level of their skill and training:
 - (i) performs work under general supervision either individually or in a team environment, and is able to examine, evaluate and develop solutions to problems within the scope of this level;
 - (ii) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (iii) exercises discretion and utilises fault finding skills in the course of their work;
 - (iv) works in a safe manner so as not to injure themselves or other employees and is able to identify hazards and unsafe work practices which may affect others in the team environment;
 - (v) exercises good interpersonal skills;

- (vi) provides guidance and assistance as part of a work team;
 - (vii) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) reading, interpreting and calculating information from production drawings, prints or plans;
 - (ii) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (iii) exercising trade skills relevant to the requirements of the enterprise at a level higher than an employee at Level 5;
 - (iv) operating a wide range of complex machines or equipment in the workplace;
 - (v) applying relevant legislation to the work of self and others;
 - (vi) other tasks as directed in accordance with their level of skill and training.
- (d) Level 6 includes the following occupations:
- (i) Letter cutter;
 - (ii) Joiner special class;
 - (iii) Joiner-setter out;
 - (iv) Prefab setter;
 - (v) Signwriter;
 - (vi) Specialist glass cutter; and
 - (vii) Supervisor—toughening plant, laminating plant, silvering plant, insulation unit plant or glass bending plant.

A.1.7 Level 7 [relativity to Level 5—110%]

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 6 and to the level of their skill and training:
 - (i) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
 - (ii) provides guidance and assistance as part of a work team;

- (iii) assists in the provision of training in conjunction with supervisors and trainers;
 - (iv) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (v) works in a safe manner so as not to injure themselves or other employees and is able to identify hazards and unsafe work practices which may affect others in the team environment;
 - (vi) exercises excellent interpersonal skills;
 - (vii) performs work under limited supervision either individually or in a team environment;
 - (viii) exercises discretion within their level of training.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) exercising of high precision trade skills using various materials and/or specialised techniques;
 - (ii) performance of operations on a CAD/CAM terminal in the performance of routine modifications.
- (d) Level 7 includes the following occupations:
- (i) Carver.

Schedule B—Summary of Hourly Rates of Pay

Administrative change to clause B.3.4 to correct overtime rates for shiftworkers made by Modern Awards team.

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 21.2, this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 19.1. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Full-time, part-time and casual employees (not engaged on joinery work, shopfitting, stonemasonry, outside work, or engaged on factory glazing)

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

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	100%	250%
	\$	\$
Level 1	19.49	48.73
Level 2	20.06	50.15
Level 3	20.82	52.05
Level 4	21.54	53.85
Level 5	22.70	56.75
Level 6	23.41	58.53
Level 7	24.12	60.30

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.2 Full-time and part-time employees other than shiftworkers—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on a Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	29.24	38.98	38.98	48.73
Level 2	30.09	40.12	40.12	50.15
Level 3	31.23	41.64	41.64	52.05
Level 4	32.31	43.08	43.08	53.85
Level 5	34.05	45.40	45.40	56.75
Level 6	35.12	46.82	46.82	58.53
Level 7	36.18	48.24	48.24	60.30

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.3 Full-time and part-time shiftworkers—ordinary and shift rates

	Continuous shiftwork ¹			Non-continuous shiftwork ²		All shiftwork
	Day	Early morning or early afternoon ³	Afternoon or night ³	First 2 hours	After 2 hours	Public holiday
	% of ordinary hourly rate⁴					
	100%	125%	150%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Level 1	19.49	24.36	29.24	29.24	38.98	48.73
Level 2	20.06	25.08	30.09	30.09	40.12	50.15
Level 3	20.82	26.03	31.23	31.23	41.64	52.05
Level 4	21.54	26.93	32.31	32.31	43.08	53.85
Level 5	22.70	28.38	34.05	34.05	45.40	56.75
Level 6	23.41	29.26	35.12	35.12	46.82	58.53
Level 7	24.12	30.15	36.18	36.18	48.24	60.30

¹ Continuous shiftwork is defined in clause 25.4(b).

² Non-continuous shiftwork is defined in clause 25.4(d).

³ Early morning, early afternoon, afternoon and night shifts are defined in clause 25.1.

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.4 Full-time and part-time shiftworkers—overtime

	Monday to Saturday¹	Sunday	Public holiday
	% of ordinary hourly rate²		
	200%	200%	250%
	\$	\$	\$
Level 1	38.98	38.98	48.73
Level 2	40.12	40.12	50.15
Level 3	41.64	41.64	52.05
Level 4	43.08	43.08	53.85
Level 5	45.40	45.40	56.75
Level 6	46.82	46.82	58.53
Level 7	48.24	48.24	60.30

¹ Overtime work performed outside of ordinary hours (clause 24.2(a)), or by a shiftworker employed on the second or third shifts of a day when 2 or 3 shifts are worked (clause 24.2(b)).

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.5 Casual employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate¹	
	125%	275%
	\$	\$
Level 1	24.36	53.60
Level 2	25.08	55.17
Level 3	26.03	57.26
Level 4	26.93	59.24
Level 5	28.38	62.43
Level 6	29.26	64.38
Level 7	30.15	66.33

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.6 Casual shiftworkers—ordinary and shift rates

	Continuous shiftwork ¹			Non-continuous shiftwork ²		All shiftwork
	Day	Early morning or early afternoon ³	Afternoon or night ³	First 2 hours	After 2 hours	Public holiday
	% of ordinary hourly rate ⁴					
	125%	150%	175%	175%	225%	275%
	\$	\$	\$	\$	\$	\$
Level 1	24.36	29.24	34.11	34.11	43.85	53.60
Level 2	25.08	30.09	35.11	35.11	45.14	55.17
Level 3	26.03	31.23	36.44	36.44	46.85	57.26
Level 4	26.93	32.31	37.70	37.70	48.47	59.24
Level 5	28.38	34.05	39.73	39.73	51.08	62.43
Level 6	29.26	35.12	40.97	40.97	52.67	64.38
Level 7	30.15	36.18	42.21	42.21	54.27	66.33

¹ Continuous shiftwork is defined in clause 25.4(b).

² Non-continuous shiftwork is defined in clause 25.4(d).

³ Early morning, early afternoon, afternoon and night shifts are defined in clause 25.1.

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3 Full-time, part-time and casual employees (engaged on joinery work, shopfitting, stonemasonry, outside work, or other than factory glazing)

B.3.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	100%	250%
	\$	\$
Level 1	20.34	50.85
Level 2	20.91	52.28
Level 3	21.67	54.18
Level 4	22.39	55.98
Level 5—glaziers	23.56	58.90
Level 5—all others	23.55	58.88

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	Ordinary hours	Public holiday
	% of ordinary hourly rate¹	
	100%	250%
	\$	\$
Level 6	24.26	60.65
Level 7	24.97	62.43

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.2 Full-time and part-time employees other than shiftworkers—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	30.51	40.68	40.68	50.85
Level 2	31.37	41.82	41.82	52.28
Level 3	32.51	43.34	43.34	54.18
Level 4	33.59	44.78	44.78	55.98
Level 5—glaziers	35.34	47.12	47.12	58.90
Level 5—all others	35.33	47.10	47.10	58.88
Level 6	36.39	48.52	48.52	60.65
Level 7	37.46	49.94	49.94	62.43

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.3 Full-time and part-time shiftworkers—ordinary and shift rates

	Continuous shiftwork ¹			Non-continuous shiftwork ²		Stonemasons working on 2nd shift (3:00pm – 11:00pm) ⁴	All shiftwork Public holiday
	Day	Early morning or early afternoon ³	Afternoon or night shift ³	First 2 hours	After 2 hours		
% of ordinary hourly rate ⁵							
	100%	125%	150%	150%	200%	150%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1	20.34	25.43	30.51	30.51	40.68	30.51	50.85
Level 2	20.91	26.14	31.37	31.37	41.82	31.37	52.28
Level 3	21.67	27.09	32.51	32.51	43.34	32.51	54.18
Level 4	22.39	27.99	33.59	33.59	44.78	33.59	55.98
Level 5— Glaziers	23.56	29.45	35.34	35.34	47.12	35.34	58.90
Level 5— All others	23.55	29.44	35.33	35.33	47.10	35.33	58.88
Level 6	24.26	30.33	36.39	36.39	48.52	36.39	60.65
Level 7	24.97	31.21	37.46	37.46	49.94	37.46	62.43

¹ Continuous shiftwork is defined in clause 25.4(b).

² Non-continuous shiftwork is defined in clause 25.4(d).

³ Early morning, early afternoon, afternoon and night shifts are defined in clause 25.1.

⁴ Where stonemason work is worked between 7.00 am and 11.00 pm in 2 shifts with 2 sets of employees in accordance with clause 25.3.

⁵ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.4 Full-time and part-time shiftworkers—overtime

	Monday to Saturday-Friday ¹	Saturday-first 2 hours	Saturday – after 2 hours or after 12 noon on Saturday	Stonemasons – work between 11:00pm—7:00am	Sunday	Public holiday
% of ordinary hourly rate ²						
	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
Level 1	40.68	30.51	40.68	40.68	40.68	50.85
Level 2	41.82	31.37	41.82	41.82	41.82	52.28
Level 3	43.34	32.51	43.34	43.34	43.34	54.18

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	Monday to Saturday-Friday¹	Saturday—first 2 hours	Saturday – after 2 hours or after 12 noon on Saturday	Stonemasons – work between 11:00pm—7:00am	Sunday	Public holiday
	% of ordinary hourly rate²					
	200%	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
Level 4	44.78	<u>33.59</u>	<u>44.78</u>	44.78	44.78	55.98
Level 5—glaziers	47.12	<u>35.34</u>	<u>47.12</u>	47.12	47.12	58.90
Level 5—all others	47.10	<u>35.33</u>	<u>47.10</u>	47.10	47.10	58.88
Level 6	48.52	<u>36.39</u>	<u>48.52</u>	48.52	48.52	60.65
Level 7	49.94	<u>37.46</u>	<u>49.94</u>	49.94	49.94	62.43

¹ For all hours worked outside of ordinary hours and hours worked in accordance with clause 24.2(a) and on the second or third shifts of a day when 2 or 3 shifts are worked in accordance with 24.2(b).

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.5 Casual employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate¹	
	125%	275%
	\$	\$
Level 1	25.43	55.94
Level 2	26.14	57.50
Level 3	27.09	59.59
Level 4	27.99	61.57
Level 5—glaziers	29.45	64.79
Level 5—all others	29.44	64.76
Level 6	30.33	66.72
Level 7	31.21	68.67

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.6 Casual shiftworkers—ordinary and shift rates

	Continuous shiftwork ¹			Non-continuous shiftwork ²		Stonemasons working on 2nd shift (3:00pm – 11:00pm) ⁴	All shiftwork
	Day	Early morning or early afternoon ³	Afternoon or night ³	First 2 hours	After 2 hours		Public holiday
	% of ordinary hourly rate ⁵						
	125%	150%	175%	175%	225%	175%	275%
	\$	\$	\$	\$	\$	\$	\$
Level 1	25.43	30.51	35.60	35.60	45.77	35.60	55.94
Level 2	26.14	31.37	36.59	36.59	47.05	36.59	57.50
Level 3	27.09	32.51	37.92	37.92	48.76	37.92	59.59
Level 4	27.99	33.59	39.18	39.18	50.38	39.18	61.57
Level 5—glaziers	29.45	35.34	41.23	41.23	53.01	41.23	64.79
Level 5—all others	29.44	35.33	41.21	41.21	52.99	41.21	64.76
Level 6	30.33	36.39	42.46	42.46	54.59	42.46	66.72
Level 7	31.21	37.46	43.70	43.70	56.18	43.70	68.67

¹ Continuous shiftwork is defined in clause 25.4(b).

² Non-continuous shiftwork is defined in clause 25.4(d).

³ Early morning, early afternoon, afternoon and night shifts are defined in clause 25.1.

⁴ Where stonemason work is worked between 7.00 am and 11.00 pm in 2 shifts with 2 sets of employees in accordance with clause 25.3.

⁵ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4 Apprentices (not engaged on joinery work, shopfitting, stonemasonry, outside work, or engaged on factory glazing)

The **apprentice hourly rate** is based on a percentage of the Level 5 adult rate in accordance with clauses 19.5 and 19.6.

B.4.1 Apprentices other than adult apprentices—4 year apprenticeship—engaged after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
Did not complete year 12		
Stage 1	11.35	28.38
Stage 2	13.62	34.05
Stage 3	17.02	42.55
Stage 4	20.43	51.08
Completed year 12		
Stage 1	12.48	31.20
Stage 2	14.75	36.88
Stage 3	17.02	42.55
Stage 4	20.43	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.2 Apprentices other than adult apprentices—4 year apprenticeship—engaged after 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Did not complete year 12				
Stage 1	17.03	22.70	22.70	28.38
Stage 2	20.43	27.24	27.24	34.05
Stage 3	25.53	34.04	34.04	42.55

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 4	30.65	40.86	40.86	51.08
Completed year 12				
Stage 1	18.72	24.96	24.96	31.20
Stage 2	22.13	29.50	29.50	36.88
Stage 3	25.53	34.04	34.04	42.55
Stage 4	30.65	40.86	40.86	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.3 Apprentices other than adult apprentices—3 year apprenticeship—engaged after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
Stage 1	12.48	31.20
Stage 2	17.02	42.55
Stage 3	20.43	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.4 Apprentices other than adult apprentices—3 year apprenticeship—engaged after 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1	18.72	24.96	24.96	31.20
Stage 2	25.53	34.04	34.04	42.55

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 3	30.65	40.86	40.86	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.5 Apprentices other than adult apprentices—4 year apprenticeship—engaged before 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate¹	
	100%	250%
	\$	\$
Stage 1	10.21	25.53
Stage 2	12.48	31.20
Stage 3	17.02	42.55
Stage 4	20.43	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.6 Apprentices other than adult apprentices—4 year apprenticeship—engaged before 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1	15.32	20.42	20.42	25.53
Stage 2	18.72	24.96	24.96	31.20
Stage 3	25.53	34.04	34.04	42.55
Stage 4	30.65	40.86	40.86	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.7 Apprentices other than adult apprentices—3 year apprenticeship—engaged before 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
Stage 1	11.35	28.38
Stage 2	17.02	42.55
Stage 3	20.43	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.8 Apprentices other than adult apprentices—3 year apprenticeship—engaged before 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1	17.03	22.70	22.70	28.38
Stage 2	25.53	34.04	34.04	42.55
Stage 3	30.65	40.86	40.86	51.08

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.9 Adult apprentices—4 year apprenticeship—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
Stage 1	18.38	45.95
Stage 2	19.29	48.23
Stage 3	19.97	49.93
Stage 4	21.34	53.35

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.10 Adult apprentices—4 year apprenticeship—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1	27.57	36.76	36.76	45.95
Stage 2	28.94	38.58	38.58	48.23
Stage 3	29.96	39.94	39.94	49.93
Stage 4	32.01	42.68	42.68	53.35

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.11 Adult apprentices—3 year apprenticeship—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate¹	
	100%	250%
	\$	\$
Stage 1	18.84	47.10
Stage 2	19.97	49.93
Stage 3	21.34	53.35

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.4.12 Adult apprentices—3 year apprenticeship—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1	28.26	37.68	37.68	47.10
Stage 2	29.96	39.94	39.94	49.93

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 3	32.01	42.68	42.68	53.35

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5 Apprentices (engaged on joinery work, shopfitting, stonemasonry, outside work, or other than factory glazing)

The **apprentice hourly rate** is based on a percentage of the Level 5 adult rate in accordance with clauses 19.5 and 19.6.

B.5.1 Apprentices other than adult apprentices—4 year apprenticeship—engaged after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
Did not complete year 12		
Stage 1 – apprentice glazier	12.21	30.53
Stage 1 – all others	12.20	30.50
Stage 2 – apprentice glazier	14.48	36.20
Stage 2 – all others	14.47	36.18
Stage 3 – apprentice glazier	17.88	44.70
Stage 3 – all others	17.87	44.68
Stage 4 – apprentice glazier	21.29	53.23
Stage 4 – all others	21.28	53.20
Completed year 12		
Stage 1 – apprentice glazier	13.34	33.35
Stage 1 – all others	13.33	33.33
Stage 2 – apprentice glazier	15.61	39.03
Stage 2 – all others	15.60	39.00
Stage 3 – apprentice glazier	17.88	44.70

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	Ordinary hours	Public holiday
	% of apprentice hourly rate¹	
	100%	250%
	\$	\$
Stage 3 – all others	17.87	44.68
Stage 4 – apprentice glazier	21.29	53.23
Stage 4 – all others	21.28	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.2 Apprentices other than adult apprentices—4 year apprenticeship—engaged after 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Did not complete year 12				
Stage 1 – apprentice glazier	18.32	24.42	24.42	30.53
Stage 1 – all others	18.30	24.40	24.40	30.50
Stage 2 – apprentice glazier	21.72	28.96	28.96	36.20
Stage 2 – all others	21.71	28.94	28.94	36.18
Stage 3 – apprentice glazier	26.82	35.76	35.76	44.70
Stage 3 – all others	26.81	35.74	35.74	44.68
Stage 4 – apprentice glazier	31.94	42.58	42.58	53.23
Stage 4 – all others	31.92	42.56	42.56	53.20
Completed year 12				
Stage 1 – apprentice glazier	20.01	26.68	26.68	33.35
Stage 1 – all others	20.00	26.66	26.66	33.33
Stage 2 – apprentice glazier	23.42	31.22	31.22	39.03
Stage 2 – all others	23.40	31.20	31.20	39.00
Stage 3 – apprentice glazier	26.82	35.76	35.76	44.70
Stage 3 – all others	26.81	35.74	35.74	44.68
Stage 4 – apprentice glazier	31.94	42.58	42.58	53.23

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 4 – all others	31.92	42.56	42.56	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.3 Apprentices other than adult apprentices—3 year apprenticeship—engaged after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
Stage 1 – apprentice glazier	13.34	33.35
Stage 1 – all others	13.33	33.33
Stage 2 – apprentice glazier	17.88	44.70
Stage 2 – all others	17.87	44.68
Stage 3 – apprentice glazier	21.29	53.23
Stage 3 – all others	21.28	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.4 Apprentices other than adult apprentices—3 year apprenticeship—engaged after 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1 – apprentice glazier	20.01	26.68	26.68	33.35
Stage 1 – all others	20.00	26.66	26.66	33.33
Stage 2 – apprentice glazier	26.82	35.76	35.76	44.70
Stage 2 – all others	26.81	35.74	35.74	44.68

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 3 – apprentice glazier	31.94	42.58	42.58	53.23
Stage 3 – all others	31.92	42.56	42.56	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.5 Apprentices other than adult apprentices—4 year apprenticeship—engaged before 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate¹	
	100%	250%
	\$	\$
Stage 1 – apprentice glazier	11.07	27.68
Stage 1 – all others	11.06	27.65
Stage 2 – apprentice glazier	13.34	33.35
Stage 2 – all others	13.33	33.33
Stage 3 – apprentice glazier	17.88	44.70
Stage 3 – all others	17.87	44.68
Stage 4 – apprentice glazier	21.29	53.23
Stage 4 – all others	21.28	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.6 Apprentices other than adult apprentices—4 year apprenticeship—engaged before 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1 – apprentice glazier	16.61	22.14	22.14	27.68
Stage 1 – all others	16.59	22.12	22.12	27.65
Stage 2 – apprentice glazier	20.01	26.68	26.68	33.35
Stage 2 – all others	20.00	26.66	26.66	33.33
Stage 3 – apprentice glazier	26.82	35.76	35.76	44.70
Stage 3 – all others	26.81	35.74	35.74	44.68
Stage 4 – apprentice glazier	31.94	42.58	42.58	53.23
Stage 4 – all others	31.92	42.56	42.56	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.7 Apprentices other than adult apprentices—3 year apprenticeship—engaged before 1 January 2014—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate¹	
	100%	250%
	\$	\$
Stage 1 – apprentice glazier	12.21	30.53
Stage 1 – all others	12.20	30.50
Stage 2 – apprentice glazier	17.88	44.70
Stage 2 – all others	17.87	44.68
Stage 3 – apprentice glazier	21.29	53.23
Stage 3 – all others	21.28	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.8 Apprentices other than adult apprentices—3 year apprenticeship—engaged before 1 January 2014—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1 – apprentice glazier	18.32	24.42	24.42	30.53
Stage 1 – all others	18.30	24.40	24.40	30.50
Stage 2 – apprentice glazier	26.82	35.76	35.76	44.70
Stage 2 – all others	26.81	35.74	35.74	44.68
Stage 3 – apprentice glazier	31.94	42.58	42.58	53.23
Stage 3 – all others	31.92	42.56	42.56	53.20

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.9 Adult apprentices—4 year apprenticeship—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate¹	
	100%	250%
	\$	\$
Stage 1 – apprentice glazier	19.24	48.10
Stage 1 – all others	19.23	48.08
Stage 2 – apprentice glazier	20.15	50.38
Stage 2 – all others	20.14	50.35
Stage 3 – apprentice glazier	20.83	52.08
Stage 3 – all others	20.82	52.05
Stage 4 – apprentice glazier	22.20	55.50
Stage 4 – all others	22.19	55.48

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.10 Adult apprentices—4 year apprenticeship—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1 – apprentice glazier	28.86	38.48	38.48	48.10
Stage 1 – all others	28.85	38.46	38.46	48.08
Stage 2 – apprentice glazier	30.23	40.30	40.30	50.38
Stage 2 – all others	30.21	40.28	40.28	50.35
Stage 3 – apprentice glazier	31.25	41.66	41.66	52.08
Stage 3 – all others	31.23	41.64	41.64	52.05
Stage 4 – apprentice glazier	33.30	44.40	44.40	55.50
Stage 4 – all others	33.29	44.38	44.38	55.48

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.11 Adult apprentices—3 year apprenticeship—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate¹	
	100%	250%
	\$	\$
Stage 1 – apprentice glazier	19.70	49.25
Stage 1 – all others	19.69	49.23
Stage 2 – apprentice glazier	20.83	52.08
Stage 2 – all others	20.82	52.05
Stage 3 – apprentice glazier	22.20	55.50
Stage 3 – all others	22.19	55.48

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

B.5.12 Adult apprentices—3 year apprenticeship—overtime

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours or after 12 noon on Saturday	Sunday	Public holiday
	% of apprentice hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Stage 1 – apprentice glazier	29.55	39.40	39.40	49.25
Stage 1 – all others	29.54	39.38	39.38	49.23
Stage 2 – apprentice glazier	31.25	41.66	41.66	52.08
Stage 2 – all others	31.23	41.64	41.64	52.05
Stage 3 – apprentice glazier	33.30	44.40	44.40	55.50
Stage 3 – all others	33.29	44.38	44.38	55.48

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2

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Schedule C—Summary of Monetary Allowances

Consequential amendments to clause C.2.2 arising from [PR715726](#). Administrative changes made by Modern Awards Team to clauses C.1 and C.2.

See clause 21—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum hourly rate prescribed for Level 5 in clause 19.1 of this award = **\$22.70**.

Allowance	Clause	% of standard rate	\$	Payable
Leading hands—in charge of 1 employee ¹	21.3(a)	91.2	20.70	per week
Leading hands—in charge of 2–5 employees ¹	21.3(a)	200.2	45.45	per week
Leading hands—in charge of 6–10 employees ¹	21.3(a)	256.3	58.18	per week
Leading hands—in charge of 11 or more employees ¹	21.3(a)	340.9	77.38	per week
Industry allowance—employee engaged on joinery work, shopfitting, stonemasonry or outside work ²	21.3(b)(i)	142.4	32.32	per week
Industry allowance—glazier/apprentice glazier, engaged other than on factory glazing ¹	21.3(b)(ii)	3.8	0.86	per hour
First aid allowance	21.3(c)	75.6	17.16	per week
Asbestos allowance	21.5(a)	4.0	0.91	per hour
Bagging allowance	21.5(b)	2.9	0.66	per hour
Cold work allowance	21.5(c)(i)	3.2	0.73	per hour or part thereof
Computing quantities allowance	21.5(d)(i)	23.3	5.29	per day or part thereof
Confined space allowance	21.5(e)	4.0	0.91	per hour or part thereof
Dirty work allowance	21.5(f)	3.2	0.73	per hour
Explosive powered tools allowance	21.5(g)	7.6	1.73	per day
Grindstone allowance	21.5(h)	34.3	7.79	per week
Heavy blocks allowance—blocks over 5.5kg and under 9kg	21.5(i)	3.2	0.73	per hour

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Allowance	Clause	% of standard rate	\$	Payable
Heavy blocks allowance—blocks over 9kg and up to 18kg	21.5(i)	5.8	1.32	per hour
Heavy blocks allowance—blocks over 18kg	21.5(i)	8.2	1.86	per hour
Hot bitumen allowance	21.5(j)	4.0	0.91	per hour
Hot places allowance—between 46 C and 54 C	21.5(k)(i)	3.2	0.73	per hour or part thereof
Hot places allowance—in excess of 54 C	21.5(k)(i)	4.0	0.91	per hour or part thereof
Insulation allowance	21.5(l)	4.0	0.91	per hour or part thereof
Wet work allowance—water continually dripping or wet underfoot	21.5(m)(i)	3.2	0.73	per hour
Wet work allowance—stonemasonry work in a cemetery	21.5(m)(ii)	3.8	0.86	per hour
Tower allowance—exceeds 15m in height	21.5(n)(i)	3.2	0.73	per hour
Tower allowance—each additional 15m in height	21.5(n)(ii)	3.2	0.73	a further per hour
Roof repairs allowance	21.5(o)	4.0	0.91	per hour
Second hand timber allowance	21.5(p)	12.6	2.86	per day
Spray application allowance	21.5(q)	3.2	0.73	per hour
Swing scaffold allowance—for the first 4 hours	21.5(r)(i)	23.2	5.27	for the first 4 hours or part thereof
Swing scaffold allowance—for each hour thereafter	21.5(r)(i)	4.8	1.09	per hour
Toxic substances allowance—working with toxic substances	21.5(s)(i)	4.0	0.91	per hour
Toxic substances allowance—working in close proximity to toxic substances	21.5(s)(i)	3.2	0.73	per hour
Collection of monies allowance	21.5(t)	29.3	6.65	per week

¹ These allowances apply for all purposes of this award.

C.1.1C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 21.4:

Allowance	Clause	\$	Payable
Tool allowance—carpenter and/or joiner; Carver; Joiner special class; Joiner-setter out; Letter cutter; Prefab setter; Prefab tradesperson; Shopfitter; Stonemason ¹	21.4(a)(i)	32.11	per week
Tool allowance—plasterer ¹	21.4(a)(i)	26.55	per week
Tool allowance—glazier ¹	21.4(a)(i)	11.28	per week
Tool allowance—assembler A ¹	21.4(a)(i)	9.60	per week
Tool allowance—glass worker ¹	21.4(a)(i)	7.79	per week
Tool allowance—painter ¹	21.4(a)(i)	7.71	per week
Stonemasonry tools and equipment allowance ¹	21.4(b)(i)	0.07	per hour
Meal allowance—overtime of at least one and a half hours	21.4(c)	15.38	per occasion
Compensation for clothing and tools	21.4(e)(ii)	1862.00	maximum
Motor vehicle allowance—glass and glazing work	21.4(f)	0.78	per km
Living away from home for a distant job—per full week	21.4(g)(ii)	503.40	per week
Living away from home for a distant job—per day	21.4(g)(ii)	72.02	per day
Living away from home for a distant job—expenses	21.4(g)(iv)(iii)	20.81	per homeward journey
Living away from home for a distant job—meal allowance	21.4(g)(iv)(iii)	15.38	per meal
Living away from home for a distant job—board and lodging, return to residence	21.4(g)(xiii)	42.20	per occasion
Stonemasonry work at cemetery—vehicle allowance	21.4(h)(ii)	0.78	per km
Performing glass and glazing work away from the usual place of business—vehicle allowance	21.4(i)(ii)	0.78	per km

¹ These allowances apply for all purposes of this award.

C.2.1C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance must 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.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Type of allowance	Applicable Consumer Price Index figure
Board and lodging	Domestic holiday travel and accommodation sub-group
Compensation for clothing and tools	All groups
Meal	Meals out and take away foods sub-group
Tool	All groups
Transport	Transport group
Vehicle	Transport group

C.3 Other allowances

Allowance	Clause	%	Payment detail
Scaffolding allowance—acting on appropriate certificate	21.6	3.2%	% of appropriate rate per hour extra

Schedule D—School-based Apprentices

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

Schedule E—National Training Wage

Schedule E amended in accordance with [PR719630](#).

E.1 Definitions

E.1.1 In this schedule:

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

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

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

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Old).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

(a) has been approved by the relevant State or Territory training authority; and

(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and

(c) leads to an AQF certificate level qualification.

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

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee.

wage level A, B or C, see clause E.4.

Year 10 includes any year before Year 10.

E.1.2 A reference in this schedule to out of school refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

(a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and

(b) include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and

(c) not include any period during a calendar year after the completion during that year of a year of schooling.

E.2 Coverage

E.2.1 Subject to clauses E.2.2 to E.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause E.6 or by clause E.4.4.

E.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.6.

E.2.3 This schedule does not apply to:

(a) the apprenticeship system; or

(b) qualifications not identified in training packages; or

(c) qualifications in training packages that are not identified as appropriate for a traineeship.

E.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

E.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

E.3 Types of traineeship

The following types of traineeship are available:

E.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;

E.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

(a) wholly on the job; or

(b) partly on the job and partly off the job; or

(c) wholly off the job.

E.4 Minimum rates

E.4.1 Minimum weekly rates for full-time traineeships

(a) Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the weekly rate specified in Column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

<u>Column 1</u>	<u>Column 2</u>		
<u>Experience level of trainee</u>	<u>Highest year of schooling completed</u>		
	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>
	<u>per week</u>	<u>per week</u>	<u>per week</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>School leaver</u>	<u>332.80</u>	<u>366.50</u>	<u>436.60</u>
<u>Plus 1 year out of school</u>	<u>366.50</u>	<u>436.60</u>	<u>508.10</u>
<u>Plus 2 years out of school</u>	<u>436.60</u>	<u>508.10</u>	<u>591.30</u>
<u>Plus 3 years out of school</u>	<u>508.10</u>	<u>591.30</u>	<u>677.00</u>
<u>Plus 4 years out of school</u>	<u>591.30</u>	<u>677.00</u>	
<u>Plus 5 or more years out of school</u>	<u>677.00</u>		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(a).

(b) Wage level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the weekly rate specified in Column 2 of **Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

<u>Column 1</u> <u>Experience level of trainee</u>	<u>Column 2</u> <u>Highest year of schooling completed</u>		
	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>
	<u>per week</u>	<u>per week</u>	<u>per week</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>School leaver</u>	<u>332.80</u>	<u>366.50</u>	<u>424.80</u>
<u>Plus 1 year out of school</u>	<u>366.50</u>	<u>424.80</u>	<u>488.60</u>
<u>Plus 2 years out of school</u>	<u>424.80</u>	<u>488.60</u>	<u>573.10</u>
<u>Plus 3 years out of school</u>	<u>488.60</u>	<u>573.10</u>	<u>653.70</u>
<u>Plus 4 years out of school</u>	<u>573.10</u>	<u>653.70</u>	
<u>Plus 5 or more years out of school</u>	<u>653.70</u>		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(b).

(c) Wage level C

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.3 is the weekly rate specified in Column 2 of **Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

<u>Column 1</u> <u>Experience level of trainee</u>	<u>Column 2</u> <u>Highest year of schooling completed</u>		
	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>
	<u>per week</u>	<u>per week</u>	<u>per week</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>School leaver</u>	<u>332.80</u>	<u>366.50</u>	<u>424.80</u>
<u>Plus 1 year out of school</u>	<u>366.50</u>	<u>424.80</u>	<u>478.20</u>
<u>Plus 2 years out of school</u>	<u>424.80</u>	<u>478.20</u>	<u>534.30</u>
<u>Plus 3 years out of school</u>	<u>478.20</u>	<u>534.30</u>	<u>595.20</u>
<u>Plus 4 years out of school</u>	<u>534.30</u>	<u>595.20</u>	
<u>Plus 5 or more years out of school</u>	<u>595.20</u>		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(c).

(d) AQF Certificate Level IV traineeships

- (i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship) according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<u>Wage level</u>	<u>First year of traineeship</u>	<u>Second and subsequent years of traineeship</u>
	<u>per week</u>	<u>per week</u>
	<u>\$</u>	<u>\$</u>
<u>A</u>	<u>703.20</u>	<u>730.40</u>
<u>B</u>	<u>678.40</u>	<u>704.40</u>
<u>C</u>	<u>617.40</u>	<u>640.70</u>

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(d).

E.4.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the hourly rate specified in Column 2 of Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

<u>Column 1</u> <u>Experience level of trainee</u>	<u>Column 2</u> <u>Highest year of schooling completed</u>		
	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>
	<u>per hour</u>	<u>per hour</u>	<u>per hour</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>School leaver</u>	<u>10.95</u>	<u>12.07</u>	<u>14.37</u>
<u>Plus 1 year out of school</u>	<u>12.07</u>	<u>14.37</u>	<u>16.73</u>
<u>Plus 2 years out of school</u>	<u>14.37</u>	<u>16.73</u>	<u>19.45</u>
<u>Plus 3 years out of school</u>	<u>16.73</u>	<u>19.45</u>	<u>22.26</u>
<u>Plus 4 years out of school</u>	<u>19.45</u>	<u>22.26</u>	
<u>Plus 5 or more years out of school</u>	<u>22.26</u>		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(a).

(b) Wage level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the hourly rate specified in Column 2 of **Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

<u>Column 1</u> <u>Experience level of trainee</u>	<u>Column 2</u> <u>Highest year of schooling completed</u>		
	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>
	<u>per hour</u>	<u>per hour</u>	<u>per hour</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>School leaver</u>	<u>10.95</u>	<u>12.07</u>	<u>13.99</u>
<u>Plus 1 year out of school</u>	<u>12.07</u>	<u>13.99</u>	<u>16.08</u>
<u>Plus 2 years out of school</u>	<u>13.99</u>	<u>16.08</u>	<u>18.87</u>
<u>Plus 3 years out of school</u>	<u>16.08</u>	<u>18.87</u>	<u>21.52</u>
<u>Plus 4 years out of school</u>	<u>18.87</u>	<u>21.52</u>	
<u>Plus 5 or more years out of school</u>	<u>21.52</u>		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(b).

(c) Wage level C

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.3 is the hourly rate specified in Column 2 of Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

<u>Column 1</u>	<u>Column 2</u>		
<u>Experience level of trainee</u>	<u>Highest year of schooling completed</u>		
	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>
	<u>per hour</u>	<u>per hour</u>	<u>per hour</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
<u>School leaver</u>	<u>10.95</u>	<u>12.07</u>	<u>13.99</u>
<u>Plus 1 year out of school</u>	<u>12.07</u>	<u>13.99</u>	<u>15.73</u>
<u>Plus 2 years out of school</u>	<u>13.99</u>	<u>15.73</u>	<u>17.57</u>
<u>Plus 3 years out of school</u>	<u>15.73</u>	<u>17.57</u>	<u>19.58</u>
<u>Plus 4 years out of school</u>	<u>17.57</u>	<u>19.58</u>	
<u>Plus 5 or more years out of school</u>	<u>19.58</u>		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(c).

(d) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A or B by clause E.6 or by clause E.4.4 is the hourly rate in Column 1 or 2 of Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship) according to the year of schooling of the trainee.

Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

<u>Column 1</u>	<u>Column 2</u>
<u>Year 11 or lower</u>	<u>Year 12</u>
<u>per hour</u>	<u>per hour</u>
<u>\$</u>	<u>\$</u>
<u>10.95</u>	<u>12.07</u>

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(d).

(e) AQF Certificate Level IV traineeships

- (i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<u>Wage level</u>	<u>First year of traineeship</u>	<u>Second and subsequent years of traineeship</u>
	<u>per hour</u>	<u>per hour</u>
	<u>\$</u>	<u>\$</u>
<u>A</u>	<u>23.12</u>	<u>24.03</u>
<u>B</u>	<u>22.29</u>	<u>23.15</u>

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(e).

(f) Calculating the actual minimum wage

- (i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses E.4.2(a) to (e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses E.4.2(a) to (e) applies to each ordinary hour worked by the trainee.
- (iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses E.4.2(a) to (e) minus 20% applies to each ordinary hour worked by the trainee.

E.4.3 Other minimum wage provisions

- (a) Clause E.4.3 applies despite anything to the contrary in clause E.4.2 or E.4.4.
- (b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.
- (c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause E.4.3(b), casual loadings are to be disregarded.
- (d) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

E.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.

E.5 Employment conditions

- E.5.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer’s leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.
- E.5.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- E.5.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

E.5.4 The time to be included for the purpose of calculating the wages for part time trainees whose approved training is wholly off-the-job is determined by clauses E.4.2(f)(ii) and (iii) and not by clause E.5.3.

E.5.5 Subject to clause E.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

E.6 Allocation of traineeships to wage levels

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

E.6.1 Wage level A

<u>Training package</u>	<u>AQF certificate level</u>
<u>Construction, Plumbing and Services</u>	<u>I, II, III</u>
<u>Manufacturing</u>	<u>I, II, III</u>
<u>Transport and Logistics</u>	<u>III</u>
<u>Plastics, Rubber and Cablemaking</u>	<u>III</u>
<u>Transport and Logistics</u>	<u>III</u>

NOTE: The above training packages include any relevant replacement training package.

E.6.2 Wage level B

<u>Training package</u>	<u>AQF certificate level</u>
<u>Forest and Wood Products</u>	<u>I, II, III</u>
<u>Furnishing</u>	<u>I, II, III</u>
<u>Manufacturing and Engineering</u>	<u>II, III</u>
<u>Plastics, Rubber and Cablemaking</u>	<u>II</u>
<u>Sustainability</u>	<u>II, III</u>
<u>Transport and Logistics</u>	<u>I, II</u>

NOTE: The above training packages include any relevant replacement training package.

E.6.3 Wage level C

<u>Training package</u>	<u>AQF certificate level</u>
<u>Non allocated</u>	

E.1 Title

This is the *National Training Wage Schedule*.

E.2—Definitions

In this schedule:

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

~~**approved training** means the training specified in the training contract~~

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

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

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

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

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

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

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

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

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

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

~~Tasmania: *Vocational Education and Training Act 1994*;~~

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

~~Western Australia: *Vocational Education and Training Act 1996*~~

~~**trainee** is an employee undertaking a traineeship under a training contract~~

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

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

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

~~Year 10~~ includes any year before Year 10

E.3 — Coverage

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

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

~~E.3.3~~ This schedule does not apply to:

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

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

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

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

E.4 — Types of Traineeship

The following types of traineeship are available under this schedule:

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

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

E.5—Minimum Wages

E.5.1—Minimum wages for full-time traineeships

(a)—Wage Level A

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	332.80	366.50	436.60
Plus 1 year out of school	366.50	436.60	508.10
Plus 2 years out of school	436.60	508.10	591.30
Plus 3 years out of school	508.10	591.30	677.00
Plus 4 years out of school	591.30	677.00	
Plus 5 or more years out of school	677.00		

(b)—Wage Level B

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	488.60
Plus 2 years out of school	424.80	488.60	573.10
Plus 3 years out of school	488.60	573.10	653.70
Plus 4 years out of school	573.10	653.70	
Plus 5 or more years out of school	653.70		

~~(e) Wage Level C~~

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	478.20
Plus 2 years out of school	424.80	478.20	534.30
Plus 3 years out of school	478.20	534.30	595.20
Plus 4 years out of school	534.30	595.20	
Plus 5 or more years out of school	595.20		

~~(d) AQF Certificate Level IV traineeships~~

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	703.20	730.40
Wage Level B	678.40	704.40
Wage Level C	617.40	640.70

~~E.5.2 Minimum wages for part-time traineeships~~

~~(a) Wage Level A~~

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	14.37
Plus 1 year out of school	12.07	14.37	16.73
Plus 2 years out of school	14.37	16.73	19.45
Plus 3 years out of school	16.73	19.45	22.26
Plus 4 years out of school	19.45	22.26	
Plus 5 or more years out of school	22.26		

(b) Wage Level B

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	16.08
Plus 2 years out of school	13.99	16.08	18.87
Plus 3 years out of school	16.08	18.87	21.52
Plus 4 years out of school	18.87	21.52	
Plus 5 or more years out of school	21.52		

(c) Wage Level C

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	15.73

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 2 years out of school	13.99	15.73	17.57
Plus 3 years out of school	15.73	17.57	19.58
Plus 4 years out of school	17.57	19.58	
Plus 5 or more years out of school	19.58		

(d) School-based traineeships

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

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
10.95	12.07

(e) AQF Certificate Level IV traineeships

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	23.12	24.03
Wage Level B	22.29	23.15
Wage Level C	20.31	21.08

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by

~~multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.~~

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

~~E.5.3—Other minimum wage provisions~~

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

~~E.5.4—Default wage rate~~

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

~~E.6—Employment conditions~~

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

~~NOTE: The time to be included for the purpose of calculating the wages for part time trainees whose approved training is fully off the job is determined by clause E.5.2(f)(ii) and not by clause E.6.3.~~

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

~~**E.7 Allocation of Traineeships to Wage Levels**~~

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

~~**E.7.1 Wage Level A**~~

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry – Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry – Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III

Training package	AQF certificate level
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

E.7.2—Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II

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

E.7.3—Wage Level C

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

Schedule F—Supported Wage System

Schedule F amended in accordance with [PR719661](#).

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

F.2 In this schedule:

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

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

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, 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.

F.3 Eligibility criteria

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

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

F.4 Supported wage rates

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

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

F.4.2 Provided that the minimum amount payable must be not less than ~~\$89~~\$87 per week.

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

F.5 Assessment of capacity

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

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

F.6 Lodgement of SWS wage assessment agreement

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

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

F.7 Review of assessment

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

F.8 Other terms and conditions of employment

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

F.9 Workplace adjustment

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

F.10 Trial period

- F.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- F.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- F.10.3** The minimum amount payable to the employee during the trial period must be no less than ~~\$89~~\$87 per week.
- F.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- F.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause F.5.
-

~~Schedule G — Part-day Public Holidays~~

~~G.1 — This schedule operates in conjunction with award provisions dealing with public holidays.~~

~~G.2 — Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 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 on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, 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) — Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.~~

~~(f) — An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause G.2(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.~~

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

~~G.3 — An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.~~

~~G.4 — This schedule is not intended to detract from or supplement the NES.~~

~~Schedule H~~ **Schedule G**—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I ~~Schedule H~~—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement for time off instead of payment for overtime

Schedule J inserted in accordance with [PR715726](#).

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 J—Part-day Public Holidays

Administrative change renumbering previous Schedule G as Schedule J made by modern awards team.

J.1 This schedule operates in conjunction with award provisions dealing with public holidays.

J.2 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 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 on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, 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) Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause A.1.1(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.

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

J.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

J.4 This schedule is not intended to detract from or supplement the NES.

Schedule X—Additional Measures During the COVID-19 Pandemic

Schedule X inserted in accordance with [PR721490](#) and amended in accordance with [PR723048](#).

X.1 Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 11 August 2020 until 29 March 2021. The period of operation can be extended on application.

X.2 During the operation of Schedule X, the following provisions apply:

X.2.1 Unpaid pandemic leave

- (a)** Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b)** The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c)** An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
- (d)** A period of leave under clause X.2.1(a) must start before 29 March 2021, but may end after that date.
- (e)** Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.

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

X.2.2 Annual leave at half pay

- (a)** Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b)** Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
- (c)** A period of leave under clause X.2.2(a) must start before 29 March 2021, but may end after that date.

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

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

NOTE 1: An employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the Act.

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

NOTE 3: Under section 343(1) of the Act, a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.