

The Amusement, Events and Recreation Award—Exposure Draft was first published on 22 November 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
22 March 2019	Incorporates changes resulting from [2018] FWCFB 3500, <a href="#">PR606405</a> , <a href="#">PR606558</a> , <a href="#">PR606630</a>	16.1, 16.6, 18, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporates changes resulting from [2018] <a href="#">FWCFB 3936</a> , <a href="#">PR609402</a>	24A
	Incorporates changes resulting from [2018] <a href="#">FWCFB 4695</a> , <a href="#">PR700541</a>	11.7
	Incorporates changes resulting from <a href="#">PR701683</a>	Schedule J
	Incorporates changes resulting from [2018] <a href="#">FWCFB 6863</a> , <a href="#">PR701483</a>	6
	Incorporates changes resulting from [2018] <a href="#">FWCFB 4175</a>	20.5(a)
	Incorporates changes resulting from [2018] <a href="#">FWCFB 4704</a> , <a href="#">PR610244</a>	5, 27, 28, 29, 30
	Incorporates changes resulting from [2017] <a href="#">FWCFB 3433</a>	2
	Corrected typographical error per [2014] <a href="#">FWCFB 9412</a>	3.1
	Administrative changes by Modern Awards team	16.5 (deleted), 17
	Incorporates changes resulting from [2018] <a href="#">FWCFB 4735</a> , <a href="#">PR610110</a>	17
	<a href="#">Exposure Draft</a>	
29 January 2020	Incorporating changes resulting from [2015] <a href="#">FWCFB 4658</a> at [57]	18
	Incorporating changes resulting from [2019] <a href="#">FWCFB 1255</a> at [41]	A.10.1(e)
	Incorporating changes resulting from [2019] <a href="#">FWCFB 1333</a> at [35]	1.3 (deleted)
	Incorporates changes resulting from [2019] <a href="#">FWCFB 2548</a> , <a href="#">PR706899</a>	31
	Incorporating plain language amendments to clause content resulting from [2019] <a href="#">FWCFB 2698</a>	D.1.1
	Incorporating changes resulting from [2019] <a href="#">FWCFB 3500</a> and <a href="#">PR707493</a> , <a href="#">PR707720</a> , <a href="#">PR709080</a>	16, 18, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporating changes resulting from [2019] <a href="#">FWCFB 5144</a>	25

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The Amusement, Events and Recreation Award—Exposure Draft was first published on 22 November 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.3, 4.4, 16
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles, and clause content in accordance with <a href="#">[2019] FWCFB 5409</a> at [6] and Attachment A	5 (moved to 1.3), 4, 10.5, 11, 13, 14.1, 15, 16, 17.3, 18, 19, 20, 21, 24, 26.2, 30, 31, Schedule A, Schedule B, Schedule C, Schedule D, E.10.1, Schedule F, Schedule F—National Training Wage (deleted),
	Incorporating changes resulting from <a href="#">[2019] FWCFB 7173</a> at [23].	Schedule B, Schedule C,
	Incorporates changes resulting from <a href="#">[2019] FWCFB 7854</a>	4.6
	Incorporating changes resulting from <a href="#">[2019] FWCFB 8491</a> , <a href="#">PR715097</a>	Schedule J
	Incorporating changes resulting from <a href="#">[2019] FWCFB 8569</a> at [13] for consistency with tranche 2 awards	B.2.2 (deleted), C.3.2 (deleted), B.4.2 (deleted)
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 17
	Administrative change made by Modern Awards team.	10.4, 11.5, 18
	Administrative change made by Modern Awards team to correct cross-referencing error	16.3(h), 21

## EXPOSURE DRAFT

### Amusement, Events and Recreation Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Amusement, Events and Recreation Award 2010* (the Amusement award) as at 22 November 2016 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Amusement award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/256](#). 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 *Amusement, Events and Recreation Award 20XX*.

Clause 1.3 inserted as a result of re-structure [2019] FWCFB 5409 at [6]. Previous clause 1.3 deleted in accordance with [2019] FWCFB 1333 at [35].

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 ~~A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.~~

~~1.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

### 2. Definitions

A claim to insert a 'golf professional' definition is being determined in AM2019/7.

In this award, unless the contrary intention appears:

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

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

**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 18.2(a)).

**amusement, events and recreation industry** has the meaning given in clause 4.2.

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

**employee** means national system employee within the meaning of the [Act](#).

**employer** means national system employer within the meaning of the [Act](#).

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

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**exhibition employees** means employees of employers engaged in the supply, preparation, marking out, fabrication, installation, erection or dismantling of exhibition stands or associated componentry for the trades and public promotions industry.

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

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

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

**ordinary hourly rate** means the minimum hourly rate for an employee's classification specified in clause 16.1 plus any all-purpose allowance to which an employee is entitled.

**standard rate** means the minimum weekly rate for a Grade 4 employee in clause 16.1.

### 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

Claims to insert 'golf facilities' at clause 4.2(xii) and insert 'Registered and Licensed Clubs Award 2010' at clause 4.6 is being determined in AM2019/7.

Clauses 4.3 and 4.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [6] and [118].

Clause 4.6 amended in accordance with [\[2019\] FWCFB 7854](#) at [7]

- 4.1 This industry award covers employers throughout Australia in the amusement, events and recreation industry and their employees in the classifications set out in this award to the exclusion of any other modern award.

#### 4.2 Definition of amusement, events and recreation industry

- (a) **Amusement, events and recreation industry** means the operation of:
- (i) leisure and recreation facilities and centres;
  - (ii) sporting, exhibition, convention and amusement complexes;

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- (iii) theme parks;
  - (iv) heritage, tourism and cultural centres;
  - (v) museums and galleries;
  - (vi) zoos, animal parks and aquariums;
  - (vii) agricultural and horticultural shows;
  - (viii) carnivals and amusement parks;
  - (ix) ten pin bowling venues;
  - (x) go-kart racing venues; and
  - (xi) amusement arcades, including video game and pinball parlours.
- (b) For the purpose of clause 4.2(a), theme parks means locations or enterprises operating attractions or amusements (whether indoor or outdoor) open to the public through either paid or free admission.
- (c) For the purpose of ~~this clause~~ (clause 4), the amusement, events and recreation industry also includes:
- (i) employers engaged in the supply, preparation, marking out, fabrication, installation, erection or dismantling of exhibition stands or associated componentry for the trades and public promotions industry;
  - (ii) the provision of services within the primary venue such as photographic services, the sale of food, beverages and merchandising; and
  - (iii) activities undertaken by an employer covered by this award which are ancillary to the conduct of the primary venue, such as road or water transport at, to or from, or away from, the primary venue, sightseeing tours, travel arrangements, and wildlife research, conservation and collection conducted away from the primary venue.
- 4.3 This award covers any employer which supplies labour on an on-hire basis in the amusement, events and recreation industry ~~set out in clauses 4.1 and 4.2~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause~~ Clause 4.3 operates subject to the exclusions from coverage in this award.
- 4.4 This award covers employers which provide group training services for apprentices and trainees engaged in the amusement, events and recreation industry and/or parts of that industry ~~set out at clauses 4.1 and 4.2~~ and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. ~~This subclause~~ Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5 This award does not cover employees of employers where the major and substantial activity is the provision of health and fitness services and classes.

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4.6 The award does not cover an employer covered by the:

- (a) *Building and Construction General On-site Award 20XX*
- (b) *Electrical, Electronic and Communications Contracting Award 20XX*
- (c) *Joinery and Building Trades Award 20XX*;
- (d) *Travelling Shows Award 20XX*; or
- (e) *Fitness Industry Award 20XX*.

4.7 This award does not cover:

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

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

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

**Effect of variations made by the Fair Work Commission**

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

~~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.~~

**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



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- (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

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- (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 29—Dispute resolution.

**7. Facilitative provisions**

**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:
11.6	Casual employees – minimum engagement	An individual
13	Ordinary hours of work	The majority of employees or an individual

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Clause	Provision	Agreement between an employer and:
17.1	Payment of wages – period of payment	The majority of employees
20.4	Minimum break between shifts	An individual
20.7	Time off instead of payment for overtime	An individual
21.2	Annual leave in advance	An individual
21.3	Cashing out of annual leave	An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

8.1 Employees may be employed in one of the following categories:

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

### 9. Full-time employees

A full-time employee is engaged to work an average of 38 hours per week.

### 10. Part-time employees

Administrative change made by Modern Awards team to clause 10.4.

10.1 An employer may employ part-time employees in any classification in this award.

10.2 A part-time employee:

- (a) works less than 38 hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.3 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times each day.

- 10.4 Any agreed variation to the regular pattern of work in clause 10.3 will be recorded in writing.
- 10.5 An employer is required to roster a part-time employee for a minimum of ~~three~~ 3 consecutive hours on any shift.
- 10.6 A part-time employee must be paid for ordinary hours worked at the ordinary hourly rate prescribed in clause 16—Minimum rates for the class of work performed.
- 10.7 All time worked in excess of the ordinary hours as prescribed in clause 13—Ordinary hours of work will be overtime and paid for at the rates prescribed in clause 20—Overtime.
- 10.8 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11—Casual employees.

## 11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Administrative change made by Modern Awards team to clause 11.5.

- 11.1 Employees may be engaged as casual employees subject to the conditions in ~~this~~ clause 11.
- 11.2 A casual employee is engaged by the hour for not more than 38 ordinary hours per week from Monday to Sunday.
- 11.3 A casual employee's employment may be terminated without notice by the employee or employer.
- 11.4 Casual employees may be employed for up to 10 ordinary hours each day, provided that all time worked in excess of ordinary working hours on any one day or in excess of 38 hours in any one week will be overtime.
- 11.5 For each ~~ordinary~~ hour worked a casual employee will be paid:
- (a) the ordinary hourly rate for the classification in which they are employed in clause 16—Minimum rates; and
  - (b) a loading of 25% of the ordinary hourly rate.
- 11.6 A casual employee will be engaged for a minimum of ~~three~~ 3 hours' work or receive a minimum payment of ~~three~~ 3 hours per engagement, except where the parties otherwise mutually agree.

**11.7 Right to request casual conversion**

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ clause 11.7 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~ clause 11.7(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

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- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 29—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.7, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.7.
- (o) Nothing in clause 11.7 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.7 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause clause~~ 11.7 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause clause~~ 11.7 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.7(q).

## **12. Classifications**

- 12.1** Employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Structure.

- 12.2 An employer must advise an employee in writing of their classification upon commencement and of any subsequent changes to their classification.

### Part 3—Hours of work

#### 13. Ordinary hours of work

- 13.1 The ordinary working hours for a full-time employee will not exceed an average of 38 hours per week in accordance with a roster that conforms with one of the following:
- (a) 38 hours in one week;
  - (b) 76 hours in ~~two~~2 weeks;
  - (c) 114 hours in ~~three~~3 weeks; or
  - (d) 152 hours in ~~four~~4 weeks.
- 13.2 The ordinary hours of work for full-time and part-time employees will not exceed ~~eight~~8 on any one day unless otherwise agreed in accordance with clauses 13.3 or 13.4.
- 13.3 By mutual agreement between the employer and the majority of employees involved the ordinary working hours may exceed ~~eight~~8 up to a maximum of 10 on any one day.
- 13.4 The employer and an individual employee may agree in writing to work shifts of up to 12 hours on any one day.
- 13.5 Ordinary working hours for full-time employees will be worked continuously, except for meal breaks, on not more than 20 days in a 28 day period on any day of the week (Monday to Sunday).
- 13.6 **Special provisions for exhibition employees**
- (a) **Full-time and part-time employees**
    - (i) Ordinary hours may be worked on any day of the week subject to the provisions of ~~this~~clause 13.6(a).
    - (ii) The ordinary hours of work will be 76 hours worked over a ~~two~~2 week roster period.
    - (iii) The ordinary hours of work on a shift will be a minimum of ~~four~~4 and a maximum of 12 hours, to be worked continuously except for meal breaks.
    - (iv) The maximum ordinary hours of work for full-time and part-time employees in any week will be 56 hours.
    - (v) Full-time and part-time employees will have ~~two~~2 consecutive days off in any week if it is reasonably possible to arrange.



**(b) Casual employees**

The ordinary hours of work for casual employees will be a minimum of ~~four~~ 4 consecutive hours per shift to be worked continuously except for meal breaks, on any day of the week.

**14. Rostering arrangements**

**14.1** An employer must notify an employee of their working shifts. An employee will be given at least ~~seven~~ 7 days' notice of a change in rostered shift, subject to clause 27—Consultation about major workplace change.

**14.2** Employees may arrange to temporarily change rosters, subject to the employer's approval. Rosters so changed will be paid for at the rates applicable to the original roster.

**14.3 Special provisions for all exhibition employees**

**(a)** Where possible, all employees will be notified of their roster in advance. Except in the case of circumstances outside the control of the employer, all employees will be notified before finishing work on the previous shift of any change in the roster, subject to clause 27—Consultation about major workplace change.

**(b)** Employees will, except where circumstances outside the control of the employer make it impracticable, be granted a 10 hour break without loss of pay from cessation of work on the one day and the commencement of work on the next day.

**15. Breaks**

**15.1 Meal breaks—other than casual employees**

**(a) Unpaid meal break**

An employee, other than a casual employee, must be allowed a meal break of between 30 and 60 minutes, not later than ~~five~~ 5 hours after starting work.

**(b) Paid meal break—employee on-call**

Where an employee is instructed by their employer to remain on-call during their meal break, that break will be paid for at the ordinary hourly rate.

**15.2 Paid rest breaks—casual employees**

**(a)** Casual employees engaged for a minimum of ~~five~~ 5 hours must be allowed a rest break of 20 minutes without loss of pay.

**(b)** Casual employees required to continue working for a further ~~five~~ 5 hours must be allowed a further rest break of 20 minutes without loss of pay.

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- (c) Rest breaks must be taken at a time convenient to the employer but not at the start or end of the period of duty.

**15.3 Special provisions for exhibition employees**

- (a) Employees will not be required to work continuously for more than ~~five-5~~ hours without a meal break, except where circumstances outside the control of the employer make it impracticable.
- (b) Meal breaks will be between 30 and 90 minutes.
- (c) Time that should be allowed as a meal break will not count as ordinary hours of work within the meaning of clause 13—Ordinary hours of work.

**Part 4—Wages and Allowances**

**16. Minimum rates**

**16.1 Adult employee rates**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Clause 16 amended in accordance with [\[2019\] FWCFB 5409](#) at [6], [114], [141] to [145].

Administrative change made by Modern Awards team to clause 16.3(h).

An employer must pay adult employees the following minimum ~~wages-rates~~ for ordinary hours worked by the employee:

<b>Classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Introductory level employee	740.80	19.49
Grade 1	762.10	20.06
Grade 2	791.30	20.82
Grade 3	818.50	21.54
Grade 4	862.50	22.70
Grade 5	889.50	23.41
Grade 6	916.50	24.12
Grade 7	941.10	24.77
Grade 8	988.80	26.02
Grade 9	1,094.90	28.81

**NOTE:** See [Schedule B—Summary of Hourly Rates of Pay—other than Exhibition Employees](#) and [Schedule C—Summary of Hourly Rates of Pay—Exhibition Employees](#) ~~for a summary of hourly rates of pay, including overtime and penalty rates, penalties.~~

~~See Schedule B—Summary of Hourly Rates of Pay—other than Exhibition Employees and Schedule C—Summary of Hourly Rates of Pay—Exhibition Employees for a summary of hourly rates of pay, including overtime and penalties.~~

### 16.2 Junior employee rates

The minimum ~~wages-rates~~ for junior employees other than apprentices will be the following percentages of the adult rates prescribed for the classification appropriate to the work performed:

Age	% of minimum adult rate
Under 17 years	55
17 years	65
18 years	75
19 years	85

### 16.3 Apprentice rates

- (a) An apprentice who commenced their apprenticeship before 1 January 2014 must receive the following percentage of the minimum rate for Grade 4:

Year	% of Grade 4 rate
1st year	47.5
2nd year	60
3rd year	75
4th year	95

- (b) An apprentice who commenced their apprenticeship on or after 1 January 2014 must receive the following percentage of the minimum rate for Grade 4:

Year	Apprentices who have not completed Year 12	Apprentices who have completed Year 12
	% of Grade 4 rate	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

- (c) The minimum rate for an adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the first year of their apprenticeship must be **80%** of the minimum rate for Grade 4, or the rate prescribed by clause 16.3(b) for the relevant year of the apprenticeship, whichever is the greater.
- (d) The minimum rate for an adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification

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in clause 16.1—Adult employee rates or the rate prescribed by clause 16.3(b) for the relevant year of the apprenticeship, whichever is the greater.

- (e) 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 wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least ~~six~~6 months as a full-time employee or ~~twelve~~12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1—Adult employee rates in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (f) Except as provided in clause 16.3 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (g) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such 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 such training. Provided that ~~this~~ clause 16.3 will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (h) For the purposes of clause 16.3(g), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of ~~clause 16.3(h)~~ clause 16.3(g), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (i) The amount payable by an employer under clause 16.3(g) 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.
- (j) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within ~~six~~6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within ~~three~~3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

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- (k) An employer may meet its obligations under clause 16.3(j) by paying any fees and/or cost of textbooks directly to the RTO.
- (l) An apprentice 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.
- (m) Time spent by an apprentice in attending any training and/or 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. ~~This subclause~~ Clause 16.3(m) operates subject to provisions.
- (n) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- (o) For school-based apprentices, see Schedule F—School-based Apprentices.

**16.4 Higher duties**

- (a) An employee required to perform work at a higher classification than their ordinary classification for more than ~~four~~ 4 hours on any day must be paid at the higher rate for all hours worked on that day.
- (b) An employee required to perform work at a higher classification than their ordinary classification for up to ~~four~~ 4 hours on any day must be paid at the higher rate for the actual time worked at the higher classification.

**16.5 Supported wage system**

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

**16.6 National training wage**

- (a) Schedule E to the ~~Miscellaneous Award 20XX+0~~ sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the ~~Miscellaneous Award 20XX+0~~ as at 1 July ~~2019~~2018. Provided that any reference to “this award” in Schedule E to the ~~Miscellaneous Award 20XX+0~~ is to be read as referring to the *Amusement, Events and Recreation Award 20XX+0* and not the ~~Miscellaneous Award 20XX+0~~.

**16.7 School-based apprentices**

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

## 17. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#).

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.

### 17.1 Period of payment

- (a) Wages may be paid weekly or fortnightly.
- (b) Wages will be paid no later than Thursday of the agreed pay period, unless the employer and the majority of employees agree to later payment.

### 17.2 Method of payment

Wages may be paid by cash, cheque or into a bank or financial institution account nominated by the employee. If payment is by cash or cheque, wages must be paid during ordinary working hours.

### 17.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause~~ 17.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause~~ 17.3(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 17.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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.

**18. Allowances**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.  
 Clause 18.2 amended in accordance with [2019] FWCFB 5409 at [141] to [145].  
 Note inserted in accordance with [2015] FWCFB 4658 at [57].  
 Administrative change made by Modern Awards Team to clause 18.

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.

**18.1** Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 18.

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

**18.2 Wage-related allowances**

**(a) All-purpose allowances**

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

(i) Special all-purpose allowance for exhibition employees (clause 18.2(b)).

**(b) Special all-purpose allowances for exhibition employees**

Full-time and part-time employees will be paid the following allowances for all purposes of the award:

Classification	Flexible loading allowance		Supervisory loading allowance	
	\$ per week	\$ per hour	\$ per week	\$ per hour
General hand	56.93	1.50	N/A	N/A
Exhibition technician	61.24	1.61	27.60	0.73
Supervisory exhibition technician	64.69	1.70	55.20	1.45

**(c) Employee in charge**

An employee in charge of golf links with more than 18 holes, bowling greens or lawn tennis courts in an establishment covered by this award will receive an allowance of **\$45.97** per week.

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(d) **First aid allowance**

An employee who holds a first aid qualification from St John Ambulance or a similar body and is appointed by the employer to perform first aid duties must be paid for ordinary hours an allowance of **\$17.25** per week or **\$0.45** per hour.

(e) **Tractor plant**

An employee in charge of a tractor plant must receive an allowance of **\$25.88** per week, or **\$0.68** per hour.

(f) **Cancellation allowance—casual employees**

A casual employee who reports for work when required and is not allowed to start will be paid for ~~three~~ **3** hours at the minimum ~~wage~~ **rate** for the relevant classification.

**18.3 Expense-related allowances**

(a) **Accommodation**

An employee required by the employer to live on the premises and to act as caretaker must be paid an allowance equal to the amount of the rental charged by the employer for the accommodation at the premises.

(b) **Meal allowance**

An employee who is required to work overtime for ~~two~~ **2** or more hours immediately after finishing their ordinary hours of work must be paid a meal allowance of **\$11.69** unless the employer provides a meal.

(c) **Protective clothing and equipment**

(i) Where an employee is required to wear protective clothing or equipment (e.g. oilskins, gumboots, overalls, goggles, safety boots, bowling shoes, etc.), the employer must reimburse the employee on proof of purchase for the cost of purchasing the protective clothing and equipment.

(ii) The employee is responsible for maintaining protective clothing and equipment in a serviceable condition.

(iii) The provisions of clause 18.3(c) do not apply where the protective clothing and/or equipment is paid for by the employer.

(d) **Tool allowance**

(i) Employees who are required to provide hand tools at their own expense will receive an allowance as follows:

	<b>\$ per week</b>
Tradesperson (other than Carpenters)	13.52
Carpenters	26.37



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- (ii) The allowance in 18.3(d)(i) will not apply where the employer supplies all tools without cost to the employee.
- (e) **Uniform allowance**
  - (i) Where an employee is required to wear a uniform, the employer must reimburse the employee for the cost of purchasing the uniform. Clause 18.3(e)(i) does not apply where the uniform is supplied by the employer at the employer's expense.
  - (ii) Where the uniform is supplied by the employer, it will remain the property of the employer and must be returned to the employer on the termination of the employee's employment.
  - (iii) If an employee is required to launder any garments that are part of a uniform, the employer will pay an allowance of **\$1.32** per day up to **\$6.62** per week. Clause 18.3(e)(iii) does not apply where the employer launders the garments.
- (f) **Vehicle allowance**

Where, on request from their employer, an employee agrees to use the employee's own motor vehicle for the purpose of travelling on the employer's business, the employer will pay the employee an allowance of **\$0.78** per kilometre travelled.

~~See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances.~~

## **19. Superannuation**

### **19.1 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.

### **19.2 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.

### 19.3 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 19.2.
- (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 19.3(a) or 19.3(b) ~~(b)~~ no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) ~~(b)~~ was made.

### 19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b) ~~(b)~~ to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) HOSTPLUS;
- (c) AMP Superannuation Savings Trust;
- (d) Sunsuper;
- (e) CareSuper; or
- (f) MTAA Superannuation Fund; or
- (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.

## Part 5—Overtime and Penalty Rates

### 20. Overtime and penalty rates

- 20.1 All time worked by any full-time or part-time employee in excess of the rostered working hours on any one day, or in excess of an average of 38 hours per week in

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any roster cycle as provided for in clause 13.1, will be overtime. In accordance with clause 11.4, all time worked by a casual employee in excess of 10 hours in one day or 38 hours in one week will be overtime.

**20.2** Overtime as defined in clause 20.1 will be paid as follows:

- (a) **150%** of the ordinary hourly rate for the first ~~three~~3 hours; and
- (b) **200%** of the ordinary hourly rate after ~~three~~3 hours.

**20.3** Employees will be entitled to a break of at least 10 hours between shifts.

**20.4** Where an employee is required by the employer to resume work without having a break of at least 10 hours between shifts, they will be paid **200%** of the ordinary hourly rate for all time worked until they have had a break from work of at least 10 hours, or ~~eight~~8 hours by agreement.

**20.5** **Sunday and public holiday work**

- (a) Ordinary hours on a Sunday will be paid for at **150%** of the ordinary hourly rate.
- (b) All time worked on a public holiday will be paid for at **250%** of the ordinary hourly rate.
- (c) A minimum payment of ~~four~~4 hours' will apply for work performed on a Sunday or a public holiday.

**20.6** **Special provisions for exhibition employees**

- (a) Clauses 20.1, 20.2, 20.3, 20.4 and 20.5 will not apply to exhibition employees.
- (b) For all work performed in excess of 12 hours in a shift, or 56 hours in a week, an exhibition employee will be paid **200%** of the ordinary hourly rate.
- (c) All hours worked in excess of 76 in a ~~two~~2 week roster cycle will be paid for at **150%** of the ordinary hourly rate for the first 24 hours worked and **200%** of the ordinary hourly rate thereafter.
- (d) **Casual employees**
  - (i) Casual employees will be paid overtime for all work performed in excess of 12 hours on a shift.
  - (ii) Overtime as defined in clause 20.6(d)(i) will be paid at **200%** of the ordinary hourly rate, calculated to the nearest 15 minutes.

**20.7** **Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

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- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.7.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in ~~subparagraph (iii)~~ clause 20.7(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by ~~this~~ clause 20.7 is set out at Schedule G—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule G—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.7 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.7 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e)~~ clause 20.7(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.7 as an employee record.

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- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.7 will apply, including the requirement for separate written agreements under ~~paragraph~~ ~~(b)~~ clause 20.7(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.7 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.7.

## Part 6—Leave and Public Holidays

### 21. Annual leave

A claim to insert annual leave loading provisions is being determined in AM2019/7.

Administrative change made by Modern Awards team to clause 21.2(b).

21.1 Annual leave is provided for in the [NES](#).

#### 21.2 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 21.2 is set out at ~~Schedule G—Agreement for Time Off Instead of Payment for Overtime~~. Schedule H—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at ~~Schedule G~~.

~~Agreement for Time Off Instead of Payment for Overtime~~ Schedule H—  
Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 21.2 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.2, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 21.3 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.3.
- (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 21.3 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 21.3 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 21.3 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 21.3.

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 21.3.

NOTE 3: An example of the type of agreement required by clause 21.3 is set out at Schedule I—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Cash Out Annual Leave.

#### 21.4 Excessive leave accruals: general provision

NOTE: Clauses 21.4 to 21.6 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### 21.5 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 21.5(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 21.4, 21.5 or 21.6 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 21.5(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 21.5(a) may request to take a period of paid annual leave as if the direction had not been given.

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NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d)~~ clause 21.5(d) may result in the direction ceasing to have effect. See clause 21.5(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.

**21.6 Excessive leave accruals: request by employee for leave**

Administrative change made by Modern Awards team to clause 21.6(b)(ii) and clause 21.6(c)(i) to correct cross-referencing error

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a)~~ clause 21.6(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 21.5(a) that, when any other paid annual leave arrangements (whether made under clause 21.4, 21.5 or ~~21.5(a)~~ 21.6 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 ~~paragraph (a)~~ clause 21.6(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 21.4, 21.5 or ~~21.5(a)~~ 21.6 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a)~~ clause 21.6(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 ~~paragraph (a)~~ clause 21.6(a).



**22. Personal/carer’s leave and compassionate leave**

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

**23. Parental leave and related entitlements**

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

**24. Community service leave**

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

**25. Unpaid family and domestic violence leave**

Clause 25 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

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.

**26. Public holidays**

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

**26.2 Special provisions for exhibition employees**

**(a) Work on a public holiday**

- (i)** If a full-time or part-time employee is required to work on a day to be observed as a public holiday, the employee will be paid **200%** of the ordinary hourly rate for the hours worked.
- (ii)** At the election of the employer, a full-time or part-time employee who works on a public holiday may be paid the ordinary hourly rate for the hours worked on that public holiday, and in addition be given time off on the basis of one hour off for each hour worked, without loss of pay.

**(b) Rostered day off falls on a public holiday**

A full-time or part-time employee whose rostered day off falls on a public holiday will either be allowed an additional day off at a time to be agreed with the employer or will be paid an additional day’s pay within ~~seven~~**7** days of the public holiday.

(c) **Casual employees**

Casual employees who work on a public holiday will be paid at **200%** of the ordinary hourly rate for hours worked (calculated to the nearest 15 minutes).

**26.3** Employees other than exhibition employees required to work on a public holiday will be paid in accordance with clause 20.5.

**26.4 Part-day Public Holidays**

For provisions relating to part-day public holidays see Schedule J—Part-day Public Holidays.

## **Part 7—Consultation and Dispute Resolution**

### **27. Consultation about major workplace change**

**27.1** 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.

**27.2** For the purposes of the discussion under clause 27.1(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.

**27.3** Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**27.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under 27.1(b).

**27.5** In clause 27 **significant effects**, on employees, includes any of the following:

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- (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.

**27.6** Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

**28. Consultation about changes to rosters or hours of work**

**28.1** Clause 28 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.

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

**28.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 28.2 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.

**28.4** The employer must consider any views given under clause 28.3(b).

**28.5** Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

**29. Dispute resolution**

**29.1** Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**29.2** 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.

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- 29.3** If the dispute is not resolved through discussion as mentioned in clause 29.2, 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.
- 29.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.
- 29.5** 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.
- 29.6** 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.
- 29.7** 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 29.
- 29.8** While procedures are being followed under clause 29 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.
- 29.9** Clause 29.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 30. Termination of employment

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

#### 30.1 Notice of termination by an employee

- (a) Clause 30.1 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**

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

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

- (c) In ~~paragraph (b) clause~~ 30.1(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 ~~paragraph (b) clause~~ 30.1(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 ~~paragraph (b) clause~~ 30.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 30.1(d).
- (f) Any deduction made under ~~paragraph (d) clause~~ 30.1(d) must not be unreasonable in the circumstances.

**30.2 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 30.2 is to be taken at times that are convenient to the employee after consultation with the employer.

**31. Redundancy**

Clause 31 substituted in accordance with [\[2019\] FWCFCB 2548](#) at [6] and [PR706899](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

**31.1 Transfer to lower paid duties on redundancy**

- (a) Clause 31.1 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 31.1(c).
- (c) If the employer acts as mentioned in clause 31.1(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.

### **31.2 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 31 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.

### **31.3 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 31.3(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 31.3(b).
- (d) An employee who fails to produce proof when required under clause 31.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 30.2.

## Schedule A—Classification Structure

### A.1 Introductory level employee

Introductory level employee means an employee who enters the industry and who has not demonstrated the competency requirements of a Grade 1 employee. An employee at this level will undergo training for up to ~~three~~ 3 months before progressing to Grade 1.

### A.2 Grade 1

**A.2.1** An employee at this level is an employee who has completed at least ~~three~~ 3 months training which will include successfully undertaking accredited courses of study or on-the-job training in all of the relevant day-to-day operating processes so as to enable the employee to perform work within the scope of this level.

**A.2.2** An employee at this level performs work above and beyond the skills of an employee at Introductory level and to the level of their skills, competence and training.

**A.2.3** An employee at this level may include a Cleaner, Maintenance person, Gardener, Handyperson, Animal attendant, Ride attendant, Tour guide, Customer Service Officer, Meet and Greet/Concierge, Photography Attendant, Host/Presenter, Car park attendant, Parking attendant (not handling cash), Door attendant, General attendant, Admissions/Entrance attendant level 1, Gateperson (not on major gates), Bowling attendant, Usher and Event day attendant.

**A.2.4** Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Performs tasks under direct supervision or in accordance with strictly defined procedures.
- (b) Is trained in and applies basic customer service skills as required by the section/department.
- (c) Is required to show minimal judgment.
- (d) Performs routine functions requiring an understanding of clear procedures or guidelines and may require basic manual skills across work areas within the business.
- (e) Applies basic communication and interpersonal skills in dealing with customers and other workers.
- (f) Requires basic health and safety knowledge.
- (g) Generally performs a limited range of tasks of limited complexity and skill.
- (h) Undertakes general cleaning duties, issuing costumes, grooming, cleaning of animal enclosures, mowing lawns, basic gardening and labouring tasks including operation of simple machinery, laundry duties, brush-cutting, basic labouring including assisting with animal care, basic repairs to clothing, food

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preparation, ushering, basic preparation of ingredients, assisting employees who are cooking, basic cooking and kitchen attending.

**A.3 Grade 2**

A claim to insert 'Golf Professional Trainees Year 2 and 3' is being determined in AM2019/7.

- A.3.1** An employee at this level is an employee who has completed an appropriate level of training so as to enable the employee to perform work within the scope of this level.
- A.3.2** An employee at this level performs work above and beyond the skills of an employee at Grade One and to the level of their skills, competence and training. An employee at this level may in addition to the roles in Grade 1 may also include an Assistant to construction technician and/or erector (including persons engaged in maintenance and utility duty) Ticket seller, Counter attendant, Security Officer, Receptionist, Programme seller, Cashier, General hand (exhibition employees) and Game warden.
- A.3.3** Such an employee will possess the following skills and may be required to perform the following duties:
- (a) Is responsible for the quality of their own work subject to routine supervision.
  - (b) Works under routine supervision either individually or in a team environment.
  - (c) Performs tasks under general supervision, exercising limited discretion within defined procedures.
  - (d) Performs work which is subject to final checking and, as required, progress checking.
  - (e) Is trained in and applies basic quality/service requirements relating to own work and may be required to give general inquiry assistance to the customer.
  - (f) Applies good interpersonal and communication skills in dealing with customers and other workers.
  - (g) Has a good working knowledge of health and safety at this level.
  - (h) May assist in on-the-job training of employees of a lower level.
  - (i) May require basic technical skills to perform the work.
  - (j) A person not qualified in any trade, engaged in or in connection with the in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling of exhibition stands.
  - (k) Food preparation, attending counter, handling cash, specific cleaning duties, animal care, ordering stock, hosting duties, operate rides, EFTPOS transactions, basic record keeping, taking bookings and reservations, telephone and switchboard operations, grooming, handling and feeding animals, presentations, operate cash register, beer reticulation, general gardening including operation of machinery, process invoices, drive forklift, stock control, pruning, irrigation, bar attending, wait staff duties, attending snack bar, non-specialised cooking duties, operate games/amusement rides, ground



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controller/basic security and general park maintenance including maintenance of enclosures.

**A.4 Grade 3**

**A.4.1** An employee at this level is an employee who has completed an appropriate level of training so as to enable the employee to perform work within the scope of this level.

**A.4.2** An employee at this level performs work above and beyond the skills of a Grade 2 employee to the level of their skills, competence and training.

**A.4.3** An employee at this level includes Supervisors and Operators (where ~~four~~4 or more are employed).

**A.4.4** Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Works from complex instructions and procedures.
- (b) Assists in the provision of on-the-job training.
- (c) Can perform a greater variety of tasks competently in accordance with the established procedures within their work classification.
- (d) Can provide assistance for problem solving and work direction.
- (e) Is trained in and can apply a higher level of quality control and customer service.
- (f) Performs work which is the subject of final checking only.
- (g) Has good health and safety knowledge.
- (h) Works individually under general supervision while having the ability to co-ordinate work within a small team environment.
- (i) Communicates effectively with other workers in their work section.
- (j) Rigs steel or timber components and/or erects or dismantles same on any site or location either as a temporary or permanent structure and includes the preparation, painting and greasing or otherwise lubricating any structural part either fixed or moving either in the employer's workshops or on the site where the stand or fixture or structure is to be erected, dismantled and/or operated.
- (k) Operates a passenger vehicle, handles animals, grades garments, maintenance, pattern making, animal health management, basic stable/animal compound management, operate games/amusement rides, specialised animal care, assistance with animal training, preparation of animal feed and animal care, animal management, maintenance of enclosures and gardens including pruning and irrigation, tour guide duties and presentations to the public, international host required to speak a second language, cocktail or specialised waiter, non-trade cooking, operate a food outlet, bookings and reservations, ordering stock and stock control, basic lifeguarding, security officer monitoring and operating CCTV systems.

**A.5 Grade 4**

**A.5.1** An employee at this level is an employee who has completed appropriate training or has acquired equivalent competency so as to perform work within the scope of this level. Work performed at this level will be trade level or equivalent.

**A.5.2** An employee at this level includes:

- (a) An employee who holds a trade certificate or tradespersons rights certificate as an:
  - Engineering tradesperson (electrical/electronic)—Level I;
  - Engineering tradesperson (mechanical)—Level I;
  - Engineering tradesperson (fabrication)—Level I,or equivalent;
- (b) Technical/ Trade Qualified maintenance person;
- (c) Craftsperson;
- (d) Exhibition technician; and
- (e) Interpreter.

**A.5.3** Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level or possesses the skills, experience, knowledge, responsibility, expertise and competency to perform work at the trade level.
- (b) Understands and applies quality control techniques.
- (c) Exercises good interpersonal and communications skills.
- (d) Exercises higher level keyboard skills.
- (e) Exercises discretion within the scope of this classification level.
- (f) Performs work under limited supervision either individually or in a team environment.
- (g) Performs non-trade tasks incidental to their work.
- (h) Performs work that while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (i) A person qualified in a trade required by the employer engaged in or in connection with in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling.

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- (j) Works from complex instructions and procedures and has a thorough understanding of the employer's internal policies and procedures relating to their department.
- (k) Is able to provide training for other employees within their specific area of responsibility for skill development.
- (l) Is able to co-ordinate work in a team environment or work individually under general supervision.
- (m) Is accountable for their own work at trade level or equivalent.
- (n) Has a thorough knowledge of the health and safety procedures relating to work within their department.
- (o) Is able to exercise good interpersonal and communication skills in dealing with other workers.
- (p) Performs lower level tasks incidental to their work or which facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (q) Has worked or studied in a relevant field for a significant time to ensure competence to undertake and advise on a full range of normal requirements for the work and has the ability to perform a variety of activities involving special or unusual features of the work.
- (r) Trade qualified cooking, food production, senior security officer, trade qualified maintenance (i.e. plumbing, spray painting, construction work) designs costumes and production, liaise with agencies, staff recruitment, menu planning, animal training, medication of animals, plantation management, animal education duties, management of a food outlet, cleaning operators, projectionist, bar supervisor, maitre d', greenkeeping, specialised performers and advanced lifeguarding.

#### **A.6 Grade 5**

An employee at this level is an employee who in addition to being a technician, tradesperson or equivalent is required to supervise staff, general hands technicians, and/or generally supervise projects including basic administration.

#### **A.7 Grade 6**

A claim to insert 'Golf Professional' is being determined in AM2019/7.

An employee at this level may include a Head technician maintenance person, Restoration officer, Museum technician, and Senior animal attendant or trainer.

#### **A.8 Grade 7**

**A.8.1** An employee at this level is an employee who has completed appropriate training and is capable of applying skills learned to the work. An employee may have specific supervisory duties and the authority to direct other staff; however, the greater percentage of their time need not be spent on management functions.

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- A.8.2** An employee at this level performs work of a greater complexity because of one or more of the following factors:
- (a) Level of responsibility and/or management, e.g. administrative, financial, project coordination, technical or post trade, etc.
  - (b) Such an employee will possess the following skills and may be required to perform the following duties:
    - (i) Would have studied or worked in a relevant area to develop a specialised skill in a particular profession, technical or service field above trade level or its equivalent;
    - (ii) Is accountable and responsible for workplace output and can work under pressure;
    - (iii) Generally works without supervision;
    - (iv) Understands all operations relevant to their job role and department;
    - (v) Plans training and establishment development in conformity with employer guidelines;
    - (vi) Has excellent knowledge of health and safety requirements;
    - (vii) Co-ordinates, supervises and directs the work of others in a team environment.
  - (c) Financial reporting, operational reporting, specialised supervision/direction of ~~five~~5 or more staff, specialised maintenance or technical skills.

**A.9 Grade 8**

An employee at this level is an employee who possesses qualifications or experience such as advanced engineering or technical skills or post trade or diploma level or who undertakes duties of a more advanced or complex level.

**A.10 Grade 9**

Clause A.10.1 amended in accordance with [\[2019\] FWCFB 1255](#) at [41].

- A.10.1** An employee appointed to this level undertakes ~~three~~3 or more of the following duties:
- (a) Responsible for implementation of all major turf projects for the facility according to the course architects design.
  - (b) Responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance.
  - (c) Responsible for supervision of all outdoor staff.
  - (d) Responsible for the operation and maintenance of all turf equipment.

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- (e) Responsible for all ~~occupational work~~ health and safety management in outdoor areas.
- (f) Responsible for purchasing within the limits imposed by policy and the budget.
- (g) Responsible for ensuring that all administrative systems are complied with by the staff under their direction.

DRAFT

**Schedule B—Summary of Hourly Rates of Pay—other than Exhibition Employees**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.  
 NOTE at the beginning of Schedule B deleted in accordance with [2019] FWCFB 7173 at [23].  
 Clauses B.2.2 and B.4.2 deleted in accordance with [2019] FWCFB 8569 at [13] for consistency with tranche 2 awards

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

**B.1 Full-time and part-time adult employees—other than exhibition employees**

**B.1.1 Full-time and part-time adult employees—ordinary and penalty rates**

	Ordinary hours	Sunday	Public holiday
	% of minimum hourly rate		
	100%	150%	250%
	\$	\$	\$
Introductory level employee	19.49	29.24	48.73
Grade 1	20.06	30.09	50.15
Grade 2	20.82	31.23	52.05
Grade 3	21.54	32.31	53.85
Grade 4	22.70	34.05	56.75
Grade 5	23.41	35.12	58.53
Grade 6	24.12	36.18	60.30
Grade 7	24.77	37.16	61.93
Grade 8	26.02	39.03	65.05
Grade 9	28.81	43.22	72.03

**Commented [FWC1]:** (Weekly rate ÷ 38) in cl 16.1.  
 Rates in table do not include any all purpose allowances.  
**Commented [FWC2]:** Relevant percentage in cl 20.5(a).  
**Commented [FWC3]:** Relevant percentage in cl 20.5(b).

**B.1.2 Full-time and part-time adult employees—overtime rates**

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of minimum hourly rate		
	150%	200%	250%
	\$	\$	\$
Introductory level employee	29.24	38.98	48.73
Grade 1	30.09	40.12	50.15
Grade 2	31.23	41.64	52.05

**Commented [FWC4]:** (Weekly rate ÷ 38) in cl 16.1.  
 Rates in table do not include any all purpose allowances.  
**Commented [FWC5]:** Relevant percentage in cl 20.2(a).  
**Commented [FWC6]:** Relevant percentage in cl 20.2(b).  
**Commented [FWC7]:** Relevant percentage in cl 20.5(b).

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	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of minimum hourly rate		
	150%	200%	250%
	\$	\$	\$
Grade 3	32.31	43.08	53.85
Grade 4	34.05	45.40	56.75
Grade 5	35.12	46.82	58.53
Grade 6	36.18	48.24	60.30
Grade 7	37.16	49.54	61.93
Grade 8	39.03	52.04	65.05
Grade 9	43.22	57.62	72.03

**Commented [FWC4]:** (Weekly rate ÷ 38) in cl 16.1.

Rates in table do not include any all purpose allowances.

**Commented [FWC5]:** Relevant percentage in cl 20.2(a).

**Commented [FWC6]:** Relevant percentage in cl 20.2(b).

**Commented [FWC7]:** Relevant percentage in cl 20.5(b).

**B.2 Casual adult employees—other than exhibition employees**

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

**B.2.1 Casual adult employees—ordinary and penalty rates**

	Ordinary hours	Sunday	Public holiday
	% of minimum hourly rate		
	125%	175%	275%
	\$	\$	\$
Introductory level employee	24.36	34.11	53.60
Grade 1	25.08	35.11	55.17
Grade 2	26.03	36.44	57.26
Grade 3	26.93	37.70	59.24
Grade 4	28.38	39.73	62.43
Grade 5	29.26	40.97	64.38
Grade 6	30.15	42.21	66.33
Grade 7	30.96	43.35	68.12
Grade 8	32.53	45.54	71.56
Grade 9	36.01	50.42	79.23

**Commented [FWC8]:** (Weekly rate ÷ 38) in cl 16.1

Rates in table do not include any all purpose allowances.

**Commented [FWC9]:** Minimum hourly rate + 25% casual loading in cl 11.5(b).

**Commented [FWC10]:** Relevant percentage in cl 20.5(a) + 25% casual loading in cl 11.5(b).

**Commented [FWC11]:** Relevant percentage in cl 20.5(b) + 25% casual loading in cl 11.5(b).

**B.2.2 Casual adult employees—overtime rates**

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	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of minimum hourly rate		
	175%	225%	275%
	\$	\$	\$
Introductory level employee	34.11	43.85	53.60
Grade 1	35.11	45.14	55.17
Grade 2	36.44	46.85	57.26
Grade 3	37.70	48.47	59.24
Grade 4	39.73	51.08	62.43
Grade 5	40.97	52.67	64.38
Grade 6	42.21	54.27	66.33
Grade 7	43.35	55.73	68.12
Grade 8	45.54	58.55	71.56
Grade 9	50.42	64.82	79.23

**B.3 Full-time and part-time junior employees—other than exhibition employees**

B.3 amended in accordance with [\[2019\] FWC FB 5409](#) at [141] to [145].

The junior hourly rate is based on a percentage of the appropriate adult wage rate in accordance with clause 16.2. Adult rates apply from 20 years of age in accordance with clause 16.2.

**B.3.1 Full-time and part-time junior employees—ordinary and penalty rates**

	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	100%	150%	250%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	10.72	16.08	26.80
17 years	12.67	19.01	31.68
18 years	14.62	21.93	36.55
19 years	16.57	24.86	41.43
<b>Grade 1</b>			

**Commented [FWC12]:** (Weekly rate ÷ 38) in cl 16.1 x percentage of relevant adult minimum rate in cl 16.2.  
 Rates in table do not include any all purpose allowances.  
**Commented [FWC13]:** Relevant percentage in cl 20.5(a).  
**Commented [FWC14]:** Relevant percentage in cl 20.5(b).



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	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	100%	150%	250%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	11.03	16.55	27.58
17 years	13.04	19.56	32.60
18 years	15.05	22.58	37.63
19 years	17.05	25.58	42.63
<b>Grade 2</b>			
Under 17 years	11.45	17.18	28.63
17 years	13.53	20.30	33.83
18 years	15.62	23.43	39.05
19 years	17.70	26.55	44.25
<b>Grade 3</b>			
Under 17 years	11.85	17.78	29.63
17 years	14.00	21.00	35.00
18 years	16.16	24.24	40.40
19 years	18.31	27.47	45.78

**Commented [FWC12]:** (Weekly rate ÷ 38) in cl 16.1 x percentage of relevant adult minimum rate in cl 16.2.

Rates in table do not include any all purpose allowances.

**Commented [FWC13]:** Relevant percentage in cl 20.5(a).

**Commented [FWC14]:** Relevant percentage in cl 20.5(b).

**B.3.2 Full-time and part-time junior employees—overtime rates**

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of junior hourly rate		
	150%	200%	250%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	16.08	21.44	26.80
17 years	19.01	25.34	31.68
18 years	21.93	29.24	36.55
19 years	24.86	33.14	41.43
<b>Grade 1</b>			
Under 17 years	16.55	22.06	27.58

**Commented [FWC15]:** (Weekly rate ÷ 38) in cl 16.1 x percentage of relevant adult minimum rate in cl 16.2.

Rates in table do not include any all purpose allowances.

**Commented [FWC16]:** Relevant percentage in cl 20.2(a).

**Commented [FWC17]:** Relevant percentage in cl 20.2(b).

**Commented [FWC18]:** Relevant percentage in cl 20.5(b).

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	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of junior hourly rate		
	150%	200%	250%
	\$	\$	\$
<b>Introductory level employee</b>			
17 years	19.56	26.08	32.60
18 years	22.58	30.10	37.63
19 years	25.58	34.10	42.63
<b>Grade 2</b>			
Under 17 years	17.18	22.90	28.63
17 years	20.30	27.06	33.83
18 years	23.43	31.24	39.05
19 years	26.55	35.40	44.25
<b>Grade 3</b>			
Under 17 years	17.78	23.70	29.63
17 years	21.00	28.00	35.00
18 years	24.24	32.32	40.40
19 years	27.47	36.62	45.78

**Commented [FWC15]:** (Weekly rate ÷ 38) in cl 16.1 x percentage of relevant adult minimum rate in cl 16.2.

Rates in table do not include any all purpose allowances.

**Commented [FWC16]:** Relevant percentage in cl 20.2(a).

**Commented [FWC17]:** Relevant percentage in cl 20.2(b).

**Commented [FWC18]:** Relevant percentage in cl 20.5(b).

**B.4 Casual junior employees—other than exhibition employees**

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

**B.4.1 Casual junior employees—ordinary and penalty rates**

	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	125%	175%	275%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	13.40	18.76	29.48
17 years	15.84	22.17	34.84

**Commented [FWC19]:** (Weekly rate ÷ 38) in cl 16.1 x percentage of relevant adult minimum rate in cl 16.2.

Rates in table do not include any all purpose allowances.

**Commented [FWC20]:** Junior hourly rate + 25% casual loading in cl 11.5(b).

**Commented [FWC21]:** Relevant percentage in cl 20.5(a) + 25% casual loading in cl 11.5(b).

**Commented [FWC22]:** Relevant percentage in cl 20.5(b) + 25% casual loading in cl 11.5(b).

**Commented [FWC23R22]:**

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	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	125%	175%	275%
	\$	\$	\$
<b>Introductory level employee</b>			
18 years	18.28	25.59	40.21
19 years	20.71	29.00	45.57
<b>Grade 1</b>			
Under 17 years	13.79	19.30	30.33
17 years	16.30	22.82	35.86
18 years	18.81	26.34	41.39
19 years	21.31	29.84	46.89
<b>Grade 2</b>			
Under 17 years	14.31	20.04	31.49
17 years	16.91	23.68	37.21
18 years	19.53	27.34	42.96
19 years	22.13	30.98	48.68
<b>Grade 3</b>			
Under 17 years	14.81	20.74	32.59
17 years	17.50	24.50	38.50
18 years	20.20	28.28	44.44
19 years	22.89	32.04	50.35

- Commented [FWC19]:** (Weekly rate ÷ 38) in cl 16.1 x percentage of relevant adult minimum rate in cl 16.2.  
Rates in table do not include any all purpose allowances.
- Commented [FWC20]:** Junior hourly rate + 25% casual loading in cl 11.5(b).
- Commented [FWC21]:** Relevant percentage in cl 20.5(a) + 25% casual loading in cl 11.5(b).
- Commented [FWC22]:** Relevant percentage in cl 20.5(b) + 25% casual loading in cl 11.5(b).
- Commented [FWC23R22]:**

~~B.4.2 Casual junior employees overtime rates~~

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of junior hourly rate		
	175%	225%	275%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	18.76	24.12	29.48
17 years	22.17	28.51	34.84
18 years	25.59	32.90	40.21

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	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of junior hourly rate		
	175%	225%	275%
	\$	\$	\$
19 years	29.00	37.28	45.57
<b>Grade 1</b>			
Under 17 years	19.30	24.82	30.33
17 years	22.82	29.34	35.86
18 years	26.34	33.86	41.39
19 years	29.84	38.36	46.89
<b>Grade 2</b>			
Under 17 years	20.04	25.76	31.49
17 years	23.68	30.44	37.21
18 years	27.34	35.15	42.96
19 years	30.98	39.83	48.68
<b>Grade 3</b>			
Under 17 years	20.74	26.66	32.59
17 years	24.50	31.50	38.50
18 years	28.28	36.36	44.44
19 years	32.04	41.20	50.35

**Schedule C—Summary of Hourly Rates of Pay—Exhibition Employees**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.  
 NOTE at the beginning of Schedule C deleted in accordance with [2019] FWCFB 7173 at [23].  
 Clause C.3.2 deleted in accordance with [2019] FWCFB 8569 at [13] for consistency with tranche 2 awards

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

Parties are asked to confirm that, consistent with clause 18.2(b), exhibition employees may only be employed at Grades 2, 4 or 5.  
 Any further submissions in relation to this issue can be made as part of the Tranche 3 submission process.

**C.1 Ordinary hourly rate**

**C.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 18.2(a), 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.

**C.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 16.1.

**C.2 Full-time and part-time adult employees**

**C.2.1 Full-time and part-time adult employees—ordinary and penalty rates**

	Ordinary hours	Public holiday
	% of ordinary hourly rate	
	100%	200%
	\$	\$
Grade 2 (General hand)	22.32	44.64
Grade 4 (Exhibition technician)	25.04	50.08
Grade 5 (Supervisory exhibition technician)	26.56	53.12

**Commented [FWC24]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose flexible loading allowance ÷ 38) in cl 18.2(b) + (all-purpose supervisory loading allowance ÷ 38, if applicable) in cl 18.2(b).  
**Commented [FWC25]:** Relevant percentage in cl 26.2(a)(i).

**C.2.2 Full-time and part-time adult employees—overtime rates**

	Monday to Sunday		Public holiday
	All work in excess of 12 hours per shift or 56 hours in a week	Work in excess of 76 hours in a <del>two</del> 2 week roster cycle	All hours worked
		First 24 hours	
	<b>% of ordinary hourly rate</b>		
	<b>200%</b>	<b>150%</b>	<b>200%</b>
	\$	\$	\$
Grade 2 (General hand)	44.64	33.48	44.64
Grade 4 (Exhibition technician)	50.08	37.56	50.08
Grade 5 (Supervisory exhibition technician)	53.12	39.84	53.12

**Commented [FWC26]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose flexible loading allowance ÷ 38) in cl 18.2(b) + (all-purpose supervisory loading allowance ÷ 38, if applicable) in cl 18.2(b).

**Commented [FWC27]:** Relevant percentage in cl 20.6(b).

**Commented [FWC28]:** Relevant percentage in cl 20.6(c).

**Commented [FWC29]:** Relevant percentage in cl 20.6(c).

**Commented [FWC30]:** Relevant percentage in cl 26.2(a)(i).

**C.3 Casual adult employees**

**C.3.1 Casual adult employees—ordinary and penalty rates**

	Ordinary hours	Public holiday
	<b>% of ordinary hourly rate</b>	
	<b>125%</b>	<b>200%</b>
	\$	\$
Grade 2 (General hand)	<del>26.03</del> 27.90	41.6444.64
Grade 4 (Exhibition technician)	<del>28.38</del> 31.30	45.4050.08
Grade 5 (Supervisory exhibition technician)	<del>29.26</del> 33.20	46.8253.12

**Commented [FWC31]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose flexible loading allowance ÷ 38) in cl 18.2(b) + (all-purpose supervisory loading allowance ÷ 38, if applicable) in cl 18.2(b).

**Commented [FWC32]:** Ordinary hourly rate + 25% casual loading in cl 11.5(b).

**Commented [FWC33]:** Relevant percentage in cl 26.2(c).

**~~C.3.2 Casual adult employees—overtime rates~~**

	Monday to Sunday	Public holiday
	<b>% of ordinary hourly rate</b>	
	<b>225%</b>	<b>200%</b>
	\$	\$
<del>Grade 2 (General hand)</del>	<del>46.85</del> 50.22	41.6444.64
<del>Grade 4 (Exhibition technician)</del>	<del>51.08</del> 56.34	45.4050.08
<del>Grade 5 (Supervisory exhibition technician)</del>	<del>52.67</del> 59.76	46.8253.12

**Commented [FWC34]:** (Weekly rate ÷ 38) in cl 16.1 + (all-purpose flexible loading allowance ÷ 38) in cl 18.2(b) + (all-purpose supervisory loading allowance ÷ 38) in cl 18.2(b).

**Commented [FWC35]:** Relevant percentage in cl 20.6(d) + 25% casual loading in cl 11.5(b).

**Commented [FWC36]:** Relevant percentage in 26.2(a)(i).

**Schedule D—Summary of Monetary Allowances**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.  
 D.1.1 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

See clause 18—Allowances for full details of allowances payable under this award.

**D.1 Wage-related allowances**

**D.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly [wage rate](#) for a Grade 4 employee in clause 16.1 = **\$862.50**.

Allowance	Clause	% of <a href="#">standard rate</a>	\$	Payable
Special allowances for exhibition employees—full-time and part-time —general hand flexible loading allowance*	18.2(b)	6.60	56.93	per week
Special allowances for exhibition employees—full-time and part-time —Exhibition technician—flexible loading allowance*	18.2(b)	7.10	61.24	per week
Special allowances for exhibition employees—full-time and part-time —exhibition technician—supervisory loading allowance*	18.2(b)	3.20	27.60	per week
Supervisory exhibition technician—flexible loading allowance*	18.2(b)	7.50	64.69	per week
Supervisory exhibition technician—supervisory loading allowance*	18.2(b)	6.40	55.20	per week
Employee in charge of golf links with more than 18 holes, bowling greens or lawn tennis courts	18.2(c)	5.33	45.97	per week
First aid allowance—weekly	18.2(d)	2.00	17.25	per week
First aid allowance—hourly	18.2(d)	weekly allowance/38	0.45	per hour
In charge of tractor plant allowance—weekly	18.2(e)	3.00	25.88	per week

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Allowance	Clause	% of <u>standard rate</u>	\$	Payable
In charge of tractor plant allowance—hourly	18.2(e)	weekly allowance/38	0.68	per hour

\* This allowance applies for all purposes

**D.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.

**D.2 Expense-related allowances**

**D.2.1** The following expense-related allowances will be payable to employees in accordance with clause 18.3:

Allowance	Clause	\$	Payable
Meal allowance—overtime of <del>two</del> <u>2</u> or more hours	18.3(b)	11.69	per occasion
Tool allowance—Tradesperson (other than Carpenter)	18.3(d)(i)	13.52	per week
Tool allowance—Carpenter	18.3(d)(i)	26.37	per week
Uniform allowance—laundry -per day	18.3(e)	1.32	per day
Uniform allowance—laundry maximum per week—up to	18.3(e)	6.62	per week
Transport allowance—use of own vehicle	18.3(f)	0.78	per km

**D.2.2 Adjustment of expense-related allowances**

- (a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Laundry allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group



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Allowance	Applicable Consumer Price Index figure
Transport allowance	Private motoring sub-group

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## Schedule E—Supported Wage System

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

**E.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.

**E.2** In this schedule:

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

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

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

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

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

### **E.3 Eligibility criteria**

**E.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.

**E.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.

**E.4 Supported wage rates**

**E.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 E.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**E.4.2** Provided that the minimum amount payable must be not less than **\$87** per week.

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

**E.5 Assessment of capacity**

**E.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.

**E.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](#).

**E.6 Lodgement of SWS wage assessment agreement**

**E.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.

**E.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.

### **E.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.

### **E.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.

### **E.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.

### **E.10 Trial period**

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed.
- E.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.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.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 E.5.

## Schedule F—School-based Apprentices

- F.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.
- F.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.
- F.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.
- F.4** For the purposes of clause F.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.
- F.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.
- F.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.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed ~~six~~ 6 years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each ~~two~~ 2 years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of ~~four~~ 4 years (unless the apprenticeship is of ~~three~~ 3 years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

**Schedule G—Agreement for Time Off Instead of Payment for Overtime**

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

**Schedule H—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—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 J—Part-day Public Holidays

J.2 amended in accordance with [\[2019\] FWCFB 8491](#) and [PR715097](#)

**J.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

~~**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) Excluding annualised salaried employees to whom clause J.2(f) applies, 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) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.~~

~~(g) 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 J.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.~~

~~**J.2** Where a part day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve~~

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~~(31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:~~

- ~~(a) All employees will have the right to refuse to work on the part day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.~~
- ~~(b) Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.~~
- ~~(c) Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.~~
- ~~(d) Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.~~
- ~~(e) Excluding annualised salaried employees to whom clause J.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.~~
- ~~(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro rata annual leave equivalent to the time worked between 7.00 pm and midnight.~~
- ~~(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause J.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.~~

J.3 This schedule is not intended to detract from or supplement the [NES](#).