

The Supported Employment Services Award—Exposure Draft was first published on 17 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 March 2019	Incorporates changes resulting from <a href="#">[2018] FWCFB 3500</a> , <a href="#">PR597498</a> , <a href="#">PR606429</a> , <a href="#">PR606580</a>	15, 19, Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3936</a> , <a href="#">PR609432</a>	25A
	Incorporates changes resulting from <a href="#">PR701683</a>	Schedule H
	Incorporates changes resulting from <a href="#">[2018] FWCFB 6863</a> , <a href="#">PR701506</a>	6
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4704</a> , <a href="#">PR610269</a>	5, 29, 30, 31, 32
	Incorporates changes resulting from <a href="#">[2018] FWCFB 1548</a>	7.2
	Administrative changes by Modern Awards team	15.3 (deleted), 16
	<a href="#">Exposure Draft</a>	
29 January 2020	Incorporating changes resulting from <a href="#">[2015] FWCFB 4658</a> at [57]	19
	Incorporating changes resulting from <a href="#">[2018] FWCFB 1548</a> at [687]	18.2
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4695</a> at [2], <a href="#">PR700618</a>	11.7
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1255</a> at [41]	A.1.1
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1333</a> at [35]	1.3 (deleted)
	Incorporates changes resulting from <a href="#">[2019] FWCFB 2548</a> , <a href="#">PR707042</a>	33
	Incorporating plain language amendments to clause content resulting from <a href="#">[2019] FWCFB 2698</a>	4.5, 10, 11, 13, 14, 15.4, 17, 18.7, 21, 23.3, A.2, Schedule D
	Incorporating changes resulting from <a href="#">[2019] FWCFB 3500</a> , <a href="#">PR707521</a> , <a href="#">PR707748</a>	15, 19
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5144</a>	27

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Publication date	Reason for amendments	Clauses affected
	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	1.3, 2, 4 5 (moved), 6, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 26, 32, 33, Schedule A, Schedule B, Schedule C, Schedule D, Schedule E—National Training Wage (deleted), Schedule E, Schedule H
	Incorporates changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.5, 15, 19, C.1.1
	Incorporating changes resulting from <a href="#">[2019] FWCFB 7173</a> at [23].	Schedule B
	Incorporating changes resulting from <a href="#">[2019] FWCFB 8491</a> , <a href="#">PR715168</a>	Schedule H
	Incorporating changes resulting from <a href="#">PR568011</a> (AM2013/30)	Incorporating changes resulting from <a href="#">PR568011</a> (AM2013/30)
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 16
	Administrative changes by modern awards team.	11.2, 19

## EXPOSURE DRAFT

### Supported Employment Services Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Supported Employment Services Award 2010** (the Supported Employment Services award) as at 17 May 2016 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Supported Employment Services 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 [AM2014/286](#). 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

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].

- 1.1 This award is the *Supported Employment Services Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 ~~A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.~~
- ~~1.3 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

In this award, unless the contrary intention appears:

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

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

**casual ordinary hourly rate** means the hourly rate for a casual employee for the employee's classification specified in clause 15.2, inclusive of the casual loading which is payable for all purposes.

**employee** means national system employee within the meaning of the [Act](#) and includes an employee with a disability.

**employee with a disability** means a national system employee who qualifies for a disability support pension as set out in sections 94 or 95 of the *Social Security Act 1991* (Cth), or who would be so qualified but for paragraph 94(1)(e) or paragraph 95(1)(c) of that [Act](#).

**employer** means national system employer within the meaning of the [Act](#) and includes a supported employment service.

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

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**ordinary hourly rate** means the hourly rate for the employee’s classification specified in clause 15.2, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes.

**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.

**standard rate** means the minimum weekly ~~wage rate~~ for a Grade 5 (trade qualified) employee in clause 15.2.

**supported employment services** has the meaning given in clause 4.3.

### 3. The National Employment Standards and this award

- 3.1 The [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

Clause 4.5 amended in accordance with [\[2019\] FWCFB 5409](#) at [6] and [118].

- 4.1 This industry award covers employers throughout Australia who operate supported employment services and their employees working in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 The award does not cover employers in respect of other activities that are covered by the awards referred to below or their employees engaged in or in connection with those other activities:
- (a) *Aged Care Award 20XX*;
  - (b) *Health Professionals and Support Services Award 20XX*; or
  - (c) *Social, Community, Home Care and Disability Services Industry Award 20XX*.
- 4.3 **Supported employment services** means a service as defined in section 7 of the *Disability Services Act 1986* (Cth).
- 4.4 This award does not cover employees who hold executive and management positions not covered by the classification structure contained within this award.
- 4.5 This award covers any employer which supplies labour on an on-hire basis ~~in~~ to the supported employment services industry ~~set out in clause 4.1 and 4.3~~ in respect of on-hire employees in classifications covered by this award, and those on-hire

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employees, while engaged in the performance of work for a business in that industry. ~~This subclause—Clause 4.5~~ operates subject to the exclusions from coverage in this award.

4.6 This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#).
- (b) does not cover 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.
- (c) does not cover 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.

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

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

### ~~Effect of variations made by the Fair Work Commission~~

Clause 5 moved 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
- (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.

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- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does



not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

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

### **6.2 Responding to the request**

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

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

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

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

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

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.

- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

**6.4 What the written response must include if a different change in working arrangements is agreed**

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

**6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—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:
13.1	Hours of work	An individual employee
16.2	Payment of wages	The majority of employees
21.5	Overtime	An individual employee
21.6	Time off instead of payment for overtime	An individual employee
23.7	Annual leave in advance	An individual employee
23.8	Cashing out of annual leave	An individual employee

## Part 2—Types of Employment and Classifications

### 8. Types of employment

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

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

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

### 9. Full-time employees

A full-time employee will be a permanent employee engaged to work an average of 38 ordinary hours per week over a roster cycle.

### 10. Part-time employees

10.1 A part-time employee is an employee who:

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

10.2 When determining what is reasonably predictable for an employee with a disability, the nature of the employee's disability and other relevant personal circumstances will be taken into account.

10.3 An employer is required to roster a part-time employee for a minimum of ~~three~~ consecutive hours on any shift.

10.4 A part-time employee employed under the provisions of ~~this~~ clause 10 must be paid the ordinary hourly rate for the class of work performed and for ordinary hours worked.

10.5 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.

- 10.6** The employer and the employee may agree from time to time to vary this regular pattern of work, but any variation agreement must be recorded in writing.
- 10.7** Subject to clause 21.5, all time worked in excess of the hours as mutually agreed will be paid overtime at the rates as prescribed in clause 21—Overtime.

## 11. Casual employees

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

Administrative change to clause 11.2 by Modern Awards team.

Clause 11.7 inserted in accordance with [\[2018\] FWCFB 4695](#) at [2] and [PR700618](#).

- 11.1** A casual employee is an employee engaged on an hourly basis.
- 11.2** For each ~~ordinary~~ hour worked a casual employee will be paid the ordinary hourly rate for the class of work performed, plus an additional loading of **25%** of the ordinary hourly rate.
- 11.3** All other payments such as shift penalties, overtime etc. will be paid in addition to the loaded rate.
- 11.4** The casual loading will be instead of any entitlement of annual leave and personal/carer's leave and paid public holidays (not worked).
- 11.5** The casual loading will also form part of the employee's ordinary rate of pay for the purpose of superannuation.
- 11.6** On each occasion a casual employee is required to attend work they are entitled to a minimum payment of ~~three~~<sup>3</sup> hours.
- 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.

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- (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.
- (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 31—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 ~~this~~ 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 clauses 10.5 and 10.6.

- (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 this clause 11.7.
- (o) Nothing in this 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 this 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 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 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 paragraph (q) clause 11.7(q).

## 12. Classifications

- 12.1 The definitions of the classification levels in clause 15—Minimum rates are contained in Schedule A—Classification Definitions.

## Part 3—Hours of Work

### 13. Ordinary hours of work and rostering arrangements

- 13.1 The ordinary hours of work will be worked in not more than ~~five~~<sup>5</sup> consecutive shifts of not more than ~~eight~~<sup>8</sup> hours (or by agreement with the employee, 10 consecutive hours).
- 13.2 Ordinary hours will not exceed 38 hours per week or an average of 38 hours per week over an agreed roster cycle.
- 13.3 Subject to clause 21—Overtime, ordinary time will be worked between the hours of 6.00 am and 6.00 pm Monday to Sunday.
- 13.4 Ordinary hours worked after 6.00 pm Monday to Friday or on weekends will be paid in accordance with clause 22—Penalty rates.
- 13.5 The actual starting and finishing time will be determined by the employer.

**14. Breaks**

**14.1 Meal break**

- (a) An employee will be allowed an unpaid meal break of at least 30 minutes no later than ~~five~~5 hours after starting work unless otherwise agreed between the employer and employee.
- (b) An employee will not be required to work for more than ~~five~~5 hours without a meal break of 30 minutes.

**14.2 Paid tea break**

All employees will receive one paid tea break of 15 minutes in the morning.

**14.3 Rosters**

- (a) The employer will notify all permanent employees of their roster upon commencement with the employer.
- (b) Subject to clause 30—Consultation about changes to rosters or hours of work, rosters can only be changed by the employer by giving employees at least ~~seven~~7 days’ notice, except in the case of emergency where the employer will have the right to alter rosters immediately.

**Part 4—Wages and Allowances**

**15. Minimum rates**

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

Clause 15 amended in accordance with [\[2019\] FWCFB 5409](#) at [6], [114], [141] to [145].

Clause 15 is being considered in matter AM2014/286, see draft determination in [\[2019\] FWCFB 8179](#). Conference held 20 December 2019 ([transcript](#)). Modified 2020 timetable set out in Statement [\[2020\] FWCFB 343](#). Conference to be held on 10 February 2020.

**15.1** Upon appointment, an employee will be graded by the employer in one of the grades in Schedule A—Classification Definitions having regard to the employee’s skills, experience and qualifications.

**15.2** Subject to clauses 15.3, 15.4 and 18—Wage assessment—employees with a disability the following minimum rates of pay will apply for the grades set out below:

Grade	Minimum weekly rate <del>(\$)</del> <b>(full-time employee)</b>	Minimum hourly rate
	\$	\$
Grade 1	<del>\$</del> 740.80	<del>\$</del> 19.49
Grade 2	<del>\$</del> 762.10	<del>\$</del> 20.06

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Grade	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Grade 3	\$791.30	\$20.82
Grade 4	\$818.50	\$21.54
Grade 5	\$862.50	\$22.70
Grade 6	\$941.10	\$24.77
Grade 7	\$979.10	\$25.77

NOTE: For the purpose of this award, the hourly rate for all employees has been calculated by dividing the weekly rate by 38, then rounded to the nearest cent.

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

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

### 15.3 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 2018–1 July 2019. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 20XX+0 is to be read as referring to the Supported Employment Services Award 20XX+0 and not the Miscellaneous Award 20XX+0.

### 15.4 Higher duties

- (a) An employee will be paid at a higher grade if carrying out the duties of a higher grade for two or more hours in any shift. They will be paid at the higher grade for the time worked at the higher rate.
- (b) This eClause 15.4 will not apply whilst an employee is carrying out work in a higher grade for training purposes only.

## 16. 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.

- 16.1 Wages will be paid weekly or fortnightly, or, by agreement between the employer and the majority of employees, monthly.



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- 16.2 Payment will be made in cash, by cheque or by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 16.3 Overtime will be paid not later than the pay day next following the week in which the overtime has been worked.
- 16.4 Where an employee is discharged from employment the employee will be paid immediately for all wages, overtime, pro rata payment for annual leave, annual leave loading; or any remuneration due.
- 16.5 Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.

Payment of wages on termination is being considered in matter [AM2016/8](#).

- 16.6 Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving. Payment may be made by cash, cheque or electronic funds transfer at the discretion of the employer.
- 16.7 Where an employee is paid by cash or cheque, in the event of there being any delay in the making of any payment mentioned in ~~this~~ clause\_16, other than a delay beyond the direct control of the employer, an employee will be paid at ordinary rates for all time the employee is kept waiting at the workplace for payment.

## 17. Annualised salary

Annualised salaries are being reviewed in [AM2016/13](#).

- 17.1 As an alternative to an employee's wages being calculated and paid on a weekly or fortnightly basis, agreement may be reached between an employee and the employer that the employee can be paid a composite annual salary which properly remunerates the employee in accordance with the award for work performed over an agreed roster cycle. In such cases the composite annual salary will be calculated to ensure that such salary paid over the year is sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate obligations have been complied with. The employee is entitled to be represented in discussions with the employer by a registered organisation, or by the employee's parent or guardian.
- 17.2 However, in the event of termination of employment prior to completion of a year, the salary paid during such period of employment, must be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.
- 17.3 Where payment is adopted in accordance with ~~this~~ clause\_17, the employer must keep a daily record of the hours worked by an employee which must show the date, start and finish times of the employee for the day. This record will be countersigned weekly by the employee (or their parent or guardian) and must be kept at the place of employment for a period of at least ~~seven~~ 7 years.

## 18. Wage assessment—employees with a disability

Clause 18.2 amended in accordance with [PR568011](#) and [\[2018\] FWCFCB 1548](#) at [687].

**18.1** An employee with a disability will be paid such percentage of the rate of pay of the relevant grade in clause 15.2 as assessed under an approved wage assessment tool chosen by a supported employment service.

**18.2** For the purposes of ~~this~~ clause 18, an **approved wage assessment tool** means wage assessment tools referred to at clauses 18.2(a) to 18.2(v):

- (a) the Supported Wage System;
- ~~(b) [the Business Services Wage Assessment Tool—deleted];~~
- ~~(e)(b)~~ the Civic Industries Supported Employees Wage Assessment Tool;
- ~~(d)(c)~~ the Elouera Association Wage Assessment Tool;
- ~~(e)(d)~~ the FWS Wage Assessment Tool;\*
- ~~(f)(e)~~ the Greenacres Association Competency Based Wages System;
- ~~(g) [the Hunter Contracts Wage Assessment Tool—deleted];\*~~
- ~~(h) [the Phoenix Wage Assessment Tool—deleted];\*~~
- ~~(i) [the PHT Wage Assessment Tool—deleted];~~
- ~~(j)(f)~~ the Skillsmaster Wage Assessment Tool;
- ~~(k)(g)~~ the Yumaro Wage Assessment Tool;
- ~~(l)(h)~~ the Woorinyan Wage Assessment Tool;
- ~~(m) [the RVIB Enterprises Wage Assessment Tool—deleted];~~
- ~~(n)(i)~~ the Koomarri Competency Based Wages System;
- ~~(o)(j)~~ the Valmar Support Services Wage System;
- ~~(p)(k)~~ the Sunnyfield Association Wage Assessment Tool;
- ~~(q)(l)~~ the New Horizons Wage Assessment Tool;
- ~~(r) [the Cumberland Industries Wage Assessment Tool—deleted];~~
- ~~(s)(m)~~ the Endeavour Wage Assessment Tool;\*
- ~~(t) [the Wangarang Industries Wage Assessment Tool—deleted];~~
- ~~(u)(n)~~ the Bedford Employee Wage Assessment Tool;
- ~~(v)(o)~~ the Blue Mountains Employment Services Wage Assessment Tool;\*
- ~~(w) [the Ability Options Wage Assessment Tool—deleted];~~

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- ~~(x)~~(p) the Blueline Laundry Inc Wage Assessment Tool;
- ~~(y)~~(q) the Caloola Vocational Services Inc Wage Assessment Tool;
- ~~(z)~~(r) the GDP Industries Wage Assessment Tool;
- ~~(aa)~~(s) the Kurri Contracting Service Wage Assessment Tool;
- ~~(bb)~~(t) the Mai-Wel Group Wage Assessment Tool;
- ~~(cc)~~(u) the Merriwa Industries Limited Wage Assessment Tool; and
- ~~(dd)~~(v) the Waverley Helpmates Wage Assessment Tool.

\* Wage Assessment Tools restricted to those specific organisations unless an employer was using that tool on or before 27 June 2005.

- 18.3** The Supported Wage System is at Schedule D—Supported Wage System.
- 18.4** Wage assessment tools referred to at clauses 18.2(a) to (o) are described in the Final Report dated 12 April 2006 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.
- 18.5** Wage assessment tools referred to at clauses 18.2(p) to (v) are described in the Final Report dated 18 October 2007 prepared for the Department of Families, Housing, Community Services and Indigenous Affairs, entitled *Analysis of Wage Assessment Tools used by Business Services*.
- 18.6 No decrease—regression of disability**
- (a) An employee with a disability will not have their rate of pay reduced as a result of a wage assessment made pursuant to clause 18.1.
  - (b) ~~This e~~Clause 18.6 does not cover the circumstance where the wage of an employee with a disability may need to be reduced due to the regression of the employee's disability. However, a wage assessment that determines a lower percentage than an earlier wage assessment of the employee against the same duties is of no effect unless the reduction in percentage is solely due to the regression of the employee's disability.
  - (c) Before the wage of an employee may be reduced the employer must exhaust all reasonable training options and options to allocate the employee new tasks to avoid the regression.
  - (d) Where regression of wages is provided for in the wage assessment tool against which the employee was assessed, regression may only occur in accordance with the method provided for in that tool.

**18.7 Review of assessment**

For the purpose of clause 18.1:

- (a) unless otherwise provided under the relevant wage assessment tool, the wage assessment of each employee with a disability will be reviewed within a period

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not exceeding ~~three~~ years' service with the supported employment service since the last assessment, and the rate of pay adjusted accordingly; and

- (b) unless otherwise provided under the relevant wage assessment tool, a wage assessment may be reviewed at the initiative of either the employee with a disability or the supported employment service, once every ~~six~~ months and not more than ~~four~~ times every ~~three~~ years, and the rate of pay adjusted accordingly.

**18.8 Documentation of assessment**

Any assessment made under clause 18.1 must be documented by the supported employment service and a copy provided to the employee with a disability, and, if requested, to the employee's authorised representative.

**19. Allowances**

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

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

Administrative changes made by Modern Awards team to clause 19.

[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.](#)

- 19.1** Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 19.

**19.2 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 leading hand allowance (clause 19.2(b)) is paid for all purposes under this award.

**(b) Leading hand allowance**

Leading hands classified at Grade 4 or below are entitled to an all-purpose allowance according to the following table:

In charge of	\$ per week
3–10 employees	\$38.99
11–20 employees	\$58.31
More than 20 employees	\$74.00

**(c) First aid allowance**

An employee who is appointed by the employer as a first aid officer to provide first aid assistance in the workplace and who maintains a current senior first aid

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qualification from St John Ambulance or similar body will be paid an allowance of **\$17.51** per week.

**(d) Toilet cleaning allowance**

An employee engaged for the major portion of a day or shift in cleaning toilets will be paid an allowance of **\$13.93** per week or **\$2.84** per shift.

**19.3 Expense-related allowances**

**(a) Use of vehicle**

An employee required to use their own vehicle during working hours will be paid **\$0.78** per kilometre travelled.

**(b) Meal allowance**

Where an employee is entitled to a meal allowance in accordance with clause 21.4, the employee will be paid **\$11.24** per meal.

**(c) Laundry allowance**

An employee required to perform work determined by the leading hand or supervisor to be of a dirty nature will be paid an allowance of **\$0.70** per day unless the employer provides and launders a uniform at no cost to the employee.

**(d) Special and protective clothing**

**(i)** Where it is necessary that an employee wear special and/or protective clothing, the employer must reimburse the employee for the cost of purchasing the special clothing.

**(ii)** The provisions of ~~this~~ clause 19.3(d) do not apply where the special clothing is supplied without cost to the employee.

**(iii)** Where the employer provides the special clothing it will remain the property of the employer.

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

~~See Schedule C—Summary of Monetary Allowances for a summary of hourly rates of pay including overtime and penalties.~~

**20. Superannuation**

**20.1 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.

## 20.2 Employer contributions

Subject to clause 20.5 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.

## 20.3 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 20.2.
- (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 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

## 20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or 20.3(b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper; or
- (b) 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.

**20.5 Employees with disabilities**

Claim to vary clause 20.5 granted, see [\[2019\] FWCFB 8179](#) at [381] – [383]. Operative date to be subject to further consideration – see Statement [\[2020\] FWCFB 343](#) at paras [11] – [13].

Where an employee with a disability is being paid less than \$450 per month in accordance with clause 18—Wage assessment—employees with a disability, contributions for such employees will be either 3% of their ordinary time earnings or \$6.00 per week whichever is the greater.

**Part 5—Overtime and Penalty Rates**

**21. Overtime**

**21.1** Subject to clause 21.6, all time worked outside the ordinary hours of work will be overtime and will be paid for:

<b>For overtime worked on</b>	<b>Overtime rate % of ordinary hourly rate</b>
Monday to Saturday—first 2 hours	150%
Monday to Saturday—after 2 hours	200%
Saturday—after 12.00 pm (where not part of an employee’s ordinary shift)	200%
Sunday	200%

**21.2** In computing overtime, each day’s work will stand alone and calculation will be made to the nearest ~~five~~5 minutes.

**21.3** When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

**21.4** When required to work beyond 6.00 pm or if overtime continues beyond 10.00 pm, an employee will be provided with a 30 minute meal break and:

- (a) a suitable meal; or
- (b) paid the meal allowance in clause 19.3(b).

**21.5** Where an employee’s ordinary hours of work are less than 38 per week, by agreement between that employee and the employer, an employee may work and be paid at ordinary time up to ~~two~~2 hours beyond their normal finishing time. In any case, an employee will not be required to work more than 10 hours in any one day nor more than 38 hours in any one week without the payment of overtime. For the purposes of ~~this~~ clause, 21 week means Monday to Friday inclusive.

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

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 21.6.
- (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~~ 21.6(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 21.6 is set out at ~~21.6~~ Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime ~~21.6~~. An agreement under clause 21.6 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 21.6 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 21.6 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~~ 21.6(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.



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- (h) The employer must keep a copy of any agreement under clause 21.6 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.6 will apply, including the requirement for separate written agreements under ~~paragraph (b)~~ [clause 21.6\(b\)](#) 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 21.6 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 21.6.

## **22. Penalty rates**

**22.1** An employee who works their ordinary hours in a shift which finishes after 6.00 pm and at or before 12.00 midnight Monday to Friday, will be paid at **115%** of their ordinary hourly rate for the whole shift.

**22.2** By agreement between an employer and employee, an employee who works their hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00 am Monday to Friday, will be paid at **130%** of their ordinary hourly rate for the whole shift.

### **22.3 Weekend work**

- (a) Where ordinary hours are worked on weekends, payment will be:
  - (i) **150%** of the ordinary hourly rate on Saturdays;
  - (ii) **200%** of the ordinary hourly rate on Sundays; and
  - (iii) **175%** of the ordinary hourly rate on Sunday when engaged on catering services.

### **22.4 Public holidays**

All ordinary hours worked on a public holiday will be paid at **250%** of the ordinary hourly rate.

## Part 6—Leave and Public Holidays

### 23. Annual leave

#### 23.1 Leave entitlement

- (a) Annual leave is provided for in the [NES](#). It does not apply to casual employees.
- (b) For the purposes of the additional leave provided by the [NES](#), a **shiftworker** is an employee who is regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period).

#### 23.2 Payment for annual leave

- (a) The [NES](#) prescribes the basis for payment of annual leave, including payments for untaken leave upon termination of employment.
- (b) In addition to the payment provided for in the [NES](#), an employer is required to pay an additional leave loading of **17.5%** of that payment.

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

#### 23.3 Close-down

An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least ~~four~~4 weeks' notice.

#### 23.4 Excessive leave accruals: general provision

NOTE: Clauses 23.4 to 23.6 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 (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 23.1(b)).
- (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 23.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### 23.5 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 23.4(b) but agreement is not reached (including because the employee

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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~~ 23.5(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 23.4, 23.5 or 23.6 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~~ 23.5(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 23.5(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 23.5(d) may result in the direction ceasing to have effect. See clause 23.5(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.

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

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.4(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~~ 23.6(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 23.5(a) that, when any other paid annual leave arrangements (whether made under clause 23.4, 23.5 or 23.6 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~~ 23.6(a) must not:

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- (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 23.4, 23.5 or 23.6 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~~ 23.6(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 23.1(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 23.6(a).

**23.7 Annual leave in advance**

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

NOTE: An example of the type of agreement required by clause 23.7 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.7 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 23.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 23.8 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.8.
- (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 23.8 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 23.8 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 23.8 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 23.8.

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 23.8.

NOTE 3: An example of the type of agreement required by clause 23.8 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

### 24. Personal/carer's leave and compassionate leave

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

**25. Parental leave and related entitlements**

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

**26. Community service leave**

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

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

Clause 27 inserted in accordance with [\[2019\] FWCFCB 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.

**28. Public holidays**

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

**28.2** A full-time or part-time employee who works on a public holiday will be paid in accordance with clause 22.4.

**28.3** An employee, other than a casual employee, who works on Christmas Day, New Year's Day, or both, will be paid at the appropriate holiday rate as provided in clause 22.4 and if such an employee also works on the substitute day or days, they will be paid at ordinary rates for work on the substituted day or days.

**28.4** In addition to the rate in clause 22.4, an employee who works on Christmas Day or New Year's Day will either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.

**28.5** Clauses 28.3 and 28.4 override any other provisions of this award with which they are inconsistent.

**28.6 Part-day public holidays**

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

## Part 7—Consultation and Dispute Resolution

### 29. Consultation about major workplace change

- 29.1** 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.
- 29.2** For the purposes of the discussion under clause 29.1(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.
- 29.3** Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 29.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).
- 29.5** In clause 29 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**29.6** Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

### **30. Consultation about changes to rosters or hours of work**

**30.1** Clause 30 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.

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

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

- (a) provide to the employees and representatives mentioned in clause 30.2 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.

**30.4** The employer must consider any views given under clause 30.3(b).

**30.5** Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

### **31. Dispute resolution**

**31.1** Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**31.2** 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.

**31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, 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.

**31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.



- 31.5** 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.
- 31.6** 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.
- 31.7** 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 31.
- 31.8** While procedures are being followed under clause 31 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.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

The 'Rights at Work for Supported Employees' clause will be inserted after the operative date. See Decision [\[2019\] FWCFB 8179](#) and Statement [\[2020\] FWCFB 343](#) in matter [AM2014/286](#).

## Part 8—Termination of Employment and Redundancy

### 32. Termination of employment

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

#### 32.1 Notice of termination by an employee

- (a) Clause 32.1 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

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
More than 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~~ 32.1(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~~ 32.1(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~~ 32.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 32.1(d).
- (f) Any deduction made under ~~paragraph (d) clause~~ 32.1(d) must not be unreasonable in the circumstances.

### 32.2 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 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

### 33. Redundancy

Clause 33 substituted in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR707042](#).

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

#### 33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 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 33.1(c).

(c) If the employer acts as mentioned in clause 33.1(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.

### **33.2 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 33 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.

### **33.3 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 33.3(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 33.3(b).

(d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 32.2.

## Schedule A—Classification Definitions

### A.1 Grade 1

Clause A.1.1 amended in accordance with [\[2019\] FWCFB 1255](#) at [41].

**A.1.1** An employee engaged in this grade will undertake up to 38 hours induction training which may include information on the employer's business, conditions of employment, introduction to supervisors and fellow employees, training and career path opportunities, worksite layout, work and documentation procedures, ~~occupational~~work health and safety, equal employment opportunity and quality control/assurances.

**A.1.2** An employee at this level performs basic routine duties essentially of a manual nature and to their level of training. Persons at this level exercise minimal judgment and work under direct supervision whilst undergoing structured training to Grade 2.

**A.1.3** Examples of duties at this grade include basic cleaning within a kitchen or food preparation area including cleaning of dishes, tins and utensils, labouring, sorting, packing, labelling, clipping, document preparation and routine basic assembly tasks and basic picking, pruning and cultivation activities.

#### A.1.4 Art Union seller

This grade applies to Art Union sellers whose performance is at or near the minimum agreed level.

### A.2 Grade 2

**A.2.1** An employee who has completed at least ~~three~~3 months' structured training so as to enable them to perform work within the scope of this level.

**A.2.2** An employee at this level:

- (a) performs work above and beyond the skills of an employee at Grade 1 and to the level of their training;
- (b) works under direct supervision either individually or in a team environment; and
- (c) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults.

**A.2.3** Indicative of the tasks which an employee at this level may perform are the following:

#### (a) Engineering

- repetition work on automatic, semiautomatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;

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- uses selected hand tools;
  - boiler cleaning; and/or
  - uses hand trolleys and pallet trucks.
- (b) Microfilm**
- document copying;
  - microfilm/scanner operator basic; and/or
  - packaging, labelling and collating.
- (c) Catering**
- assistance to employees who are cooking and performing delivery tasks;
  - removing food plates;
  - setting and/or wiping down tables;
  - cleaning and tidying of associated areas;
  - general clearing duties within a kitchen or food preparation area and scullery; and/or
  - assembly and preparation of ingredients for cooking.
- (d) Leather and canvas goods and sewing**
- repetition sewing work on automatic, semiautomatic or single purpose machines (including basic operation of sewing machines) requiring some discretion with respect to kind, quantity, pressure, temperature or running speed;
  - rudimentary marking and hand cutting;
  - gluing (making basic eyelets) of small items;
  - manufactures components and/or assembles to finished product;
  - die cutting using clicking press on canvas material within the scope of this grade; and/or
  - sorting, checking and packing.
- (e) Clerical support**
- clerical or routine office duties including basic typing, checking figures, matching documents, simple calculating, collating, sorting or filing, photocopying and handling of mail; and/or
  - cashier and banking functions under direct supervision.

**(f) Timberwork**

- labouring;
- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- sorting;
- packing;
- undercoat painting; and/or
- assembly.

**(g) Gardening**

- basic grounds and lawn maintenance, including use of lawn-mower and whipper snipper;
- re-potting; and/or
- basic labouring.

**(h) Laundries**

- labouring (manual handling);
- folding; and/or
- loading.

**(i) Specialist packaging**

- sorting (manual);
- labelling;
- folding;
- stacking;
- use of hand trolleys, pallet trucks;
- taping;
- heat sealing;
- stapling
- filling; and/or
- check weighing.

**(j) Printing/Bookbinding**

- labouring;

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- sorting;
- labelling;
- packaging;
- gluing (manual); and/or
- assembly.

**(k) Foam and plastic**

- reception work on automatic, semiautomatic or single purpose machine or equipment;
- maintaining records;
- performing basic test functions, with an ability to measure accurately using gauges and meters;
- operate hand-operated transport and lifting devices;
- operate granulating, reclaiming, crumbling and shedding machines;
- trimming, cutting, gluing, sealing, assembling or wrapping finished goods;
- operate slitting and/or setting machines;
- operate automatic and manual press machines;
- repair airbags, belts and cables, fit terminals and cables; and/or
- operate machinery that requires basic set-up skills.

**(l) Horticulture and related activities**

- operation of powered tools including picking and harvesting equipment not requiring a license;
- operation of irrigation or spraying equipment;
- operating tractors with engine capacity up to 70kW;
- grading, sorting and packing; and/or
- may be required to make sales from a restricted range of products.

**(m) Commercial biscuit and pastry making**

- biscuit forming machine operator able to set up, control and efficiently operate and maintain the web on at least one production plant;
- assists and periodically relieves mixer;
- general hand and line hand duties involving loading, unloading and handling ingredients and semi-processed ingredients, cleaning or washing utensils or equipment;

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- weighing, checking, gauging product, packed products or packaging materials; and/or
- packing product for despatch.

**(n) Recycling**

- general labouring;
- sorting;
- loading bailing and strapping equipment; and/or
- shredding.

**A.2.4 Art Union seller**

This grade applies to Art Union sellers whose performance during ~~two~~2 consecutive Art Unions has met the enhanced performance levels of this grade.

**A.3 Grade 3**

**A.3.1** An employee who has completed relevant training so as to enable the employee to perform work within the scope of this level.

**A.3.2** An employee at this level:

- (a) performs work above and beyond the skills of an employee at Grade 2 and to the level of their training;
- (b) is responsible for the quality of their own work subject to routine supervision;
- (c) works under routine supervision either individually or in a team environment; and
- (d) exercises discretion within their level of skills and training.

**A.3.3** Indicative of the tasks which an employee at this level may perform are the following:

**(a) Engineering**

- operates machinery and equipment requiring the exercise of skills and knowledge beyond that of an employee at Grade 2;
- non-trade engineering skills;
- sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold);
- basic soldering techniques;
- operation of forklifts, roving pendant type overhead cranes and winch operation;
- assists one or more tradespersons;



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- third class machinist and/or welding operation, drilling/tapping machine operators; and/or
  - rewind machine operators.
- (b) Catering**
- specialised non-cooking duties in a kitchen or food preparation area; and/or
  - elementary cooking including finger and take-away food.
- (c) Leather and canvas goods and sewing**
- operates machinery and equipment requiring the exercise of skill, knowledge and judgment in the layout of product beyond that of an employee at Grade 2;
  - operates heavy duty and special duty application sewing machines including bias binders;
  - ability to perform basic machine setting skills and control adjustments;
  - assists one or more tradespersons; and/or
  - die cutting using click press on canvas material with discretion, within the scope of this grade.
- (d) Microfilm**
- microfilm camera operator;
  - microfilm jacketing; and/or
  - dark room operators.
- (e) Clerical support**
- general clerical or office duties within a regular work routine such as typing, operates a switchboard and basic data entry; and/or
  - receiving, despatching, documenting and recording of goods.
- (f) Timberwork**
- nail gun work;
  - sewing (manual);
  - cutting (manual);
  - painting; and/or
  - more complex assembly.
- (g) Gardening**
- propagation and gardening;

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- uses self-drive lawn-mowers; and/or
- landscaping.

**(h) Laundries**

- laundering (other than labouring);
- sealing;
- stamping; and/or
- basic machine operation.

**(i) Specialist packaging**

- more complex packaging blister packaging, shrink wrapping, flow wrapping, skin packing, pallet wrapping (including weighing and measuring);
- operation of more complex machinery; and/or
- operation of forklifts.

**(j) Printing/bookbinding**

- strapping;
- stores assistant;
- basic machine operation;
- manual guillotine work;
- use of gluing machines; and/or
- more complex assembly.

**(k) Foam and plastic**

- operates with flexibility between assembly/process stations;
- basic inventory control in the context of the production process;
- basic keyboard skills;
- operates mixing and milling machines that require set up and operating skills;
- ability to measure accurately using gauges and meters; and/or
- operation of mobile equipment including forklifts, hand trolleys and pallet trucks.

**(l) Cleaning**

- vacuuming and spot cleaning of carpets and soft furnishings;
- sweeping and mopping;

- toilet cleaning;
- rubbish collection;
- cleaning of glass, both internal and external; and/or
- polishing.

**(m) Commercial biscuit and pastry making**

- biscuit forming machine operator, able to set up, control and efficiently operate one or more pieces of biscuit forming and ancillary equipment and maintain all webs; and/or
- mixing ingredients for dough, batters and icings, melting chocolate and making jellies or syrups.

**(n) Horticulture and related activities**

- operation of forklifts; powered trolleys; and/or
- Box making.

**(o) Recycling**

- operate bailing and strapping equipment; and/or
- operate recycling equipment.

**A.4 Grade 4**

**A.4.1** An employee who has completed relevant 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 an employee at Grade 3 and to the level of their training;
- works from complex instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- co-ordinates work in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of their own work.

**A.4.3** Indicative of the tasks which an employee at this level may perform are the following:

**(a) Engineering**

- uses precision measuring instruments;
- some machine setting, loading and operation;

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- use of tools and equipment within the scope (basic non-trades maintenance);
- general welding to as 1554 standard at basic level;
- second class machinist operators;
- paint line operator;
- basic engineering and fault finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for forklift, engine driving and crane driving operations to a level higher than Grade 3;
- has a knowledge of the employer's operation as it relates to production process;
- lubrication of production machinery equipment; and/or
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainees.

**(b) Catering**

- undertaking general waiting duties of food including cleaning of tables with minimum supervision;
- assist in cookery class demonstrations; and/or
- basic cooking under general supervision.

**(c) Leather and canvas and sewing**

- cutter who has a knowledge of all types of weights of materials made and used in the trades and who is capable of laying out and cutting all types of material of work and who can mark out and prepare for the machinery and the finish for the work concerned;
- lays out, cuts, assembles and repairs canvas and related products such as awnings, tents, tarpaulins, horse rugs and caravan annexes;
- lays out full-scale drawings according to blueprints or sketches;
- cuts materials with power cutters;
- die cutting using clicking press (on leather where the employee is required to exercise discretion as to the kind and quality of material cut); and/or
- minor machine maintenance including lubrication of (automatic and semiautomatic) production equipment.

**(d) Clerical and support**

- clerical duties of audio typing, stenography, complex word processing, spread sheet and basic data processing, desk top publishing, tabulating machine operation, computer operator; and/or
- clerical duties under limited supervision.

**(e) Timberwork**

- complex painting (i.e. use of machines); and/or
- complex cutting and sewing (i.e. use of machines).

**(f) Gardening**

- operates gardening machinery (including the use and care of lawn-mowers, edging machines and rotary hoes); and/or
- experienced gardening work and demonstrated competence in plant and lawn maintenance and development, tree and shrub identification.

**(g) Laundries**

- laundering (includes wide knowledge of machine operations, garment sorting and appropriate use of chemicals);
- repair of linen, clothing—general alterations; and/or
- basic tailoring.

**(h) Specialist packaging**

- ordering;
- despatching; and/or
- inventory/record keeping.

**(i) Printing/bookbinding**

- low level supervision;
- more complex binding;
- compactor operation;
- quality control (basic); and/or
- machine guillotine work.

**(j) Foam and plastic**

- use precision measuring instruments;
- complex machine and die setting, loading, testing and operation;

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- intermediate keyboard skills;
- basic engineering and fault finding skills;
- supervise and perform operations and calendar, mixing and milling machines;
- perform and implement quality control functions;
- basic inventory and stores control; and/or
- assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

**(k) Cleaning**

- ordering and distribution of cleaning stores;
- minor maintenance duties incidental and/or peripheral to cleaning;
- receiving deliveries;
- performing specialist cleaning functions for a greater part of each day or shifts; and/or
- operate cleaning equipment including steam cleaners.

**(l) Recycling**

- despatching product;
- quality control of recycled stock;
- operate and maintain bailing machinery, conveyors and specialised recycling equipment; and/or
- operate weighbridge.

**(m) Horticulture and related activities**

- receiving and despatching.

**A.5 Grade 5**

**A.5.1** An employee at this level may hold a Trade Certificate or equivalent qualifications and is able to exercise the skills and knowledge of that trade.

**A.5.2** In the absence of formal qualifications and in non-trade areas, relevant experience may be sufficient to enable an employee to work at this grade.

**A.5.3** Indicative skills include the following:

- understands and applies quality control techniques;
- exercises good interpersonal and communications skills;
- exercises discretion within the scope of this grade;

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- (d) performs work under limited supervision either individually or in team environment and assists with the supervision of others;
- (e) operates all lifting equipment incidental to their work;
- (f) performs non-trade tasks incidental to their work;
- (g) performs work which 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;
- (h) able to inspect products and/or materials for conformity with established operation service standards;
- (i) supervises the work of a section or unit engaged in work of a complex nature; and
- (j) co-ordinates and broadly oversees the work of one or more assistant supervisors/leading hands at Grade 4.

**A.5.4** Typical duties may include:

- (a) **Engineering**
  - all relevant trade and associated duties.
- (b) **Catering**
  - gourmet chef engaged in cooking, baking, pastry cooking or butchering duties; and/or
  - specialised catering and cookery demonstrator.
- (c) **Leather, canvas and sewing clerical support**
  - trade certificate.
- (d) **Timberwork**
  - tradesperson (e.g. carpenter/furnisher).
- (e) **Gardening**
  - trades certificate; and/or
  - all relevant trade and associated duties.
- (f) **Laundries**
  - dry cleaning;
  - pressing; and/or
  - tailoring.

**(g) Specialist packaging**

- complex machinery and computer operations.

**(h) Printing/bookbinding**

- tradesperson.

**(i) Foam and plastic**

- approves and passes first off samples and maintains quality of product;
- works from production, drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant;
- performs a range of engineering maintenance functions;
- basic production scheduling and material handling within the scope of the production process;
- understands and applies computer techniques as they relate to production process operations;
- high level stores and inventory responsibility; and/or
- has sound knowledge of employer's operations as it relates to the production process.

**(j) Cleaning**

- dealing with owners and tenants responsible, with respect to the proper cleaning and servicing of building;
- handling routine personnel, industrial relations and health and safety matters; and/or
- directly involved in the provision of on-the-job training.

**(k) Welfare officers**

Persons engaged at this level as welfare officers will not be required to possess more than the trade certificate or equivalent qualifications and/or experience.

**(l) Clerical support**

- advanced clerical duties including administration assistance, the supervision of office personnel and the checking of work; and/or
- work under limited supervision, receives limited instructions with little guidance, is regularly required to exercise substantial responsibility and independent initiative and judgment and possesses a requisite knowledge of office procedures.



## **A.6 Grade 6**

**A.6.1** An employee who possesses trade qualifications or equivalent experience and skill to be capable of:

- (a) assessing the ability, skill and competence of an employee with a disability to carry out specific work tasks or duties together with being able to design, develop and provide individual instructions and training for an employee with a disability as required to assist the employee with a disability in attaining their identified vocational goals;
- (b) performing specialist tasks and is fully competent in their work, requires general supervision and little direct guidance in the performance thereof, exercises substantial responsibility and independent initiative and judgment with a requisite knowledge of their specific field and of the employer's business;
- (c) supervising the work of a section or unit engaged in work of a complex nature where trade skills or equivalent are required;
- (d) co-ordinating and broadly overseeing the work of one or more supervisors who are engaged at a lower level; and
- (e) exercising substantial responsibility and independent initiative and judgment with a requisite knowledge of their specific field and of the employer's business.

**A.6.2** Positions typically considered Grade 6 include:

- training/instructor;
- purchasing officer;
- developing officer;
- marketing officer;
- commis chef;
- supervisor/welfare support staff; and/or
- senior supervisor.

## **A.7 Grade 7**

**A.7.1** An employee who is responsible for the work of other employees. Such an employee will hold a trades certificate or equivalent qualification, experience and skill level and have completed formal training in personnel supervision.

**A.7.2** Employees graded at this level may be expected to:

- organise, motivate and control subordinate staff;
- understand and apply quality control techniques;

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- exercise good interpersonal and communication skills; and/or
- capable of operating all equipment used by subordinates.

**A.7.3** Positions typically considered to be at the Grade 7 level include:

- senior supervisors—in charge of large and/or complex sections/units; and/or
- senior training officers.

DRAFT

**Schedule B—Summary of Hourly Rates of Pay**

Monetary amounts in this clause 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].

Schedule B is being considered in matter AM2014/286, see draft determination in [2019] FWCFB 8179.

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

**B.1 Full-time and part-time employees**

**B.1.1 Ordinary hourly rate** is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 19.2(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.

**B.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 15.2. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

**B.1.3 Full-time and part-time employees—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday		Public holidays
			Catering services employees	All other employees	
% of ordinary hourly rate <sup>1</sup>					
	100%	150%	175%	200%	250%
	\$	\$	\$	\$	\$
Grade 1	\$19.49	\$29.24	\$34.11	\$38.98	\$48.73
Grade 2	\$20.06	\$30.09	\$35.11	\$40.12	\$50.15
Grade 3	\$20.82	\$31.23	\$36.44	\$41.64	\$52.05
Grade 4	\$21.54	\$32.31	\$37.70	\$43.08	\$53.85
Grade 5	\$22.70	\$34.05	\$39.73	\$45.40	\$56.75

**Commented [FWC1]:** Hourly rate in cl. 15.2  
Rates in table do not include all-purpose allowances

**Commented [FWC2]:** Relevant percentage in clauses 22.3 and 22.4

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	Ordinary hours	Saturday	Sunday		Public holidays
			Catering services employees	All other employees	
			% of ordinary hourly rate <sup>1</sup>		
	100%	150%	175%	200%	250%
Grade 6	\$24.77	\$37.16	\$43.35	\$49.54	\$61.93
Grade 7	\$25.77	\$38.66	\$45.10	\$51.54	\$64.43

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

**B.1.4 Full-time and part-time employees—shiftwork**

	Afternoon shift <sup>1</sup> (paid for whole shift)	Night shift <sup>2</sup> (paid for whole shift)
	% of ordinary hourly rate <sup>3</sup>	
	115%	130%
	\$	\$
Grade 1	\$22.41	\$25.34
Grade 2	\$23.07	\$26.08
Grade 3	\$23.94	\$27.07
Grade 4	\$24.77	\$28.00
Grade 5	\$26.11	\$29.51
Grade 6	\$28.49	\$32.20
Grade 7	\$29.64	\$33.50

<sup>1</sup> **Afternoon shift** means an ordinary hours in a shift which finishes after 6.00pm and at or before 12.00 midnight, Monday to Friday (see clause 22.1).

<sup>2</sup> **Night shift** means hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00am Monday to Friday (see clause 22.2).

<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

**Commented [FWC1]:** Hourly rate in cl. 15.2

Rates in table do not include all-purpose allowances

**Commented [FWC2]:** Relevant percentage in clauses 22.3 and 22.4

**Commented [FWC3]:** Hourly rate in cl. 15.2

Rates in table do not include all-purpose allowances

**Commented [FWC4]:** Relevant percentage in clauses 22.1 and 22.2

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**B.1.5 Full-time and part-time employees—overtime**

	Monday to Saturday		Saturday	Sunday	Public holidays
	First 2 hours	After 2 hours	After 12.00 noon where such time is not part of ordinary shift		
	% of ordinary hourly rate <sup>1</sup>				
	150%	200%	200%	200%	250%
	\$	\$	\$	\$	\$
Grade 1	\$29.24	\$38.98	\$38.98	\$38.98	\$48.73
Grade 2	\$30.09	\$40.12	\$40.12	\$40.12	\$50.15
Grade 3	\$31.23	\$41.64	\$41.64	\$41.64	\$52.05
Grade 4	\$32.31	\$43.08	\$43.08	\$43.08	\$53.85
Grade 5	\$34.05	\$45.40	\$45.40	\$45.40	\$56.75
Grade 6	\$37.16	\$49.54	\$49.54	\$49.54	\$61.93
Grade 7	\$38.66	\$51.54	\$51.54	\$51.54	\$64.43

**Commented [FWC5]:** Hourly rate in cl. 15.2  
Rates in table do not include all-purpose allowances  
**Commented [FWC6]:** Relevant percentage in clauses 21.1 and 22.4

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

**B.2 Casual employees**

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

**B.2.1 Casual ordinary hourly rate** includes the casual loading which is payable for all purposes.

**B.2.2 Casual employees—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday	
			Catering services employees	All other employees
	% of casual ordinary hourly rate <sup>1</sup>			
	100%	150%	175%	200%
	\$	\$	\$	\$
Grade 1	\$24.36	\$36.54	\$42.63	\$48.72
Grade 2	\$25.08	\$37.62	\$43.89	\$50.16
Grade 3	\$26.03	\$39.05	\$45.55	\$52.06
Grade 4	\$26.93	\$40.40	\$47.13	\$53.86

**Commented [FWC7]:** Casual ordinary rate = (Minimum hourly rate in cl 15.2 + 25% casual loading in cl 11.2)  
Rates in table do not include every all-purpose allowance.  
**Commented [FWC8]:** Casual ordinary rate  
**Commented [FWC9]:** Relevant percentage in cl. 22.3

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	Ordinary hours	Saturday	Sunday	
			Catering services employees	All other employees
% of casual ordinary hourly rate <sup>1</sup>				
	100%	150%	175%	200%
Grade 5	\$28.38	\$42.57	\$49.67	\$56.76
Grade 6	\$30.96	\$46.44	\$54.18	\$61.92
Grade 7	\$32.21	\$48.32	\$56.37	\$64.42

**Commented [FWC7]:** Casual ordinary rate = (Minimum hourly rate in cl 15.2 + 25% casual loading in cl 11.2)

Rates in table do not include every all-purpose allowance.

**Commented [FWC8]:** Casual ordinary rate

**Commented [FWC9]:** Relevant percentage in cl. 22.3

<sup>1</sup> **Casual ordinary hourly rate** includes the casual loading payable for all purposes. Any all-purpose allowances applicable need to be added to these rates, see clauses B.1.1 and B.1.2.

**B.2.3 Casual employees—shiftwork**

	Afternoon shift <sup>1</sup> (paid for whole shift)	Night shift <sup>2</sup> (paid for whole shift)
	% of casual ordinary hourly rate <sup>3</sup>	
	115%	130%
	\$	\$
Grade 1	\$28.01	\$31.67
Grade 2	\$28.84	\$32.60
Grade 3	\$29.93	\$33.84
Grade 4	\$30.97	\$35.01
Grade 5	\$32.64	\$36.89
Grade 6	\$35.60	\$40.25
Grade 7	\$37.04	\$41.87

**Commented [FWC10]:** Casual ordinary rate = (Minimum hourly rate in cl 15.2 + 25% casual loading in cl 11.2)

Rates in table do not include every all-purpose allowance.

**Commented [FWC11]:** Relevant percentage in cl. 22.1 and 22.2

<sup>1</sup> **Afternoon shift** means an ordinary hours in a shift which finishes after 6.00pm and at or before 12.00 midnight, Monday to Friday (see clause 22.1).

<sup>2</sup> **Night shift** means hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00am Monday to Friday (see clause 22.2).

<sup>3</sup> **Casual ordinary hourly rate** includes the casual loading payable for all purposes. Any all-purpose allowances applicable need to be added to these rates, see clauses B.1.1 and B.1.2.

**Schedule C—Summary of Monetary Allowances**

Monetary amounts in this schedule adjusted as a result of AWR 2019 – changes not tracked.  
 C.1.1 amended in accordance with [2019] FWCFB 5409 at [141] to [145].

See clause 19—Allowances for full details of allowances payable under this award.

**C.1 Wage-related allowances**

**C.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly ~~rate/wage~~ for a Grade 5 (trade qualified) employee in clause 15.2 = **\$862.50**.

Allowance	Clause	% of <a href="#">standard rate</a>	\$	Payable
Leading hand, in charge of— 3 to 10 employees <sup>1</sup>	19.2(b)	4.52%	38.99	per week
Leading hand, in charge of— 11 to 20 employees <sup>1</sup>	19.2(b)	6.76%	58.31	per week
Leading hand, in charge of— more than 20 employees <sup>1</sup>	19.2(b)	8.58%	74.00	per week
First aid allowance	19.2(c)	2.03%	17.51	per week
Toilet cleaning allowance— per week	19.2(d)	1.615%	13.93	per week
Toilet cleaning allowance— per shift	19.2(d)	0.329%	2.84	per shift

<sup>1</sup> This allowance applies for all purposes of this award.

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

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

**C.2 Expense-related allowances**

**C.2.1** The following expense-related allowances will be payable to employees in accordance with clause 19.3:

Allowance	Clause	\$	Payable
Use of vehicle allowance	19.3(a)	0.78	per km
Meal allowance—overtime	19.3(b)	11.24	per meal
Laundry allowance	19.3(c)	0.70	per day

**C.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

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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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Laundry allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group



## Schedule D—Supported Wage System

Schedule D is being considered in matter AM2014/286, see draft determination in [\[2019\] FWCFCB 8179](#).

**D.1** This schedule defines the conditions which will apply to an employee with a disability where an employer uses the Supported Wage System as the approved wage assessment tool with respect to the employee.

**D.2** In this schedule:

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

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

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

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

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

**workplace data** means data collected by an employer with respect to an employee's productive capacity in accordance with the Supported Wage System Handbook.

### **D.3 Eligibility criteria**

**D.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.

**D.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.

#### D.4 Supported wage rates

**D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum hourly rate of pay. The applicable percentage will be the higher of:

- (a) the assessed productive capacity of the employee determined in accordance with clause D.5 rounded to the nearest whole percentage; and
- (b) **12.5%**, if the assessed productive capacity of the employee determined in accordance with clause D.5 is less than **12.5%**.

**D.4.2** For the avoidance of doubt, there is no minimum amount payable to an employee per week.

#### D.5 Assessment of capacity

**D.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.

**D.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](#).

**D.5.3** The approved assessor will assess the productive capacity of the employee having regard to:

- (a) where an employer has collected workplace data with respect to an employee:
  - (i) the workplace data—**50%** weighting; and
  - (ii) the data collected by the approved assessor in accordance with the SWS—**50%** weighting;
- (b) otherwise—the data collected by the approved assessor in accordance with the SWS.

**D.5.4** Where, in undertaking an assessment in accordance with clause D.5.3(a), there is a disparity of greater than **20%** between the overall productivity percentage calculated from the workplace data and the overall productivity percentage calculated from the data collected by the approved assessor, the employee, employer and approved assessor may agree to collect additional data. The additional data should be collected as soon as practicable and added to the existing data with respect to the employee for the purpose of undertaking the assessment in clause D.5.3(a).

**D.5.5** If, in undertaking an assessment in accordance with clause D.5.3(a), including in circumstances where additional data is collected in accordance with clause D.5.4:

- (a) the disparity between the overall productivity percentage calculated from the workplace data and the overall productivity percentage calculated from the data collected by the approved assessor is **20%** or less, then the productive capacity of the employee will be determined in accordance with clause D.5.3(a); or

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- (b) the disparity between the overall productivity percentage calculated from the workplace data and the overall productivity percentage calculated from the data collected by the approved assessor is greater than **20%**, then the productive capacity of the employee will be assessed in accordance with clause D.5.3(b).

**D.5.6** In addition to an employee's general right to access clause 31—Dispute resolution, an employee or an employer may:

- (a) raise a dispute in accordance with the dispute processes outlined in the SWS Handbook; and
- (b) after exhausting the process provided in clause D.5.6(a), raise a dispute in relation to the assessment of the employee's assessed productive capacity in accordance with clause 31—Dispute resolution. In those circumstances, the Commission may, in exercising its powers under clause 31.6 make a determination as to the employee's productive capacity, having regard to the reasonableness of the workplace data and the data collected by the approved assessor and fairness between the parties in all of the circumstances.

## **D.6 Lodgement of SWS wage assessment agreement**

**D.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.

**D.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 email to the union's nominated email address and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **D.7 Review of assessment**

**D.7.1** Clause 18.7 does not apply.

**D.7.2** For the purpose of clause 18.1:

- (a) the wage assessment of each employee will be reviewed after 12 months' service with the employer since the initial assessment, and the rate of pay adjusted accordingly;
- (b) subsequently, the wage assessment of each employee will be reviewed within a period not exceeding ~~three~~**3** years' service with the employer since the previous assessment, and the rate of pay adjusted accordingly; and
- (c) a wage assessment may be reviewed at the initiative of either the employee or the employer, once every ~~six~~**6** months and not more than ~~four~~**4** times every ~~three~~**3** years, and the rate of pay adjusted accordingly. Unless an employer and an employee agreed prior to 1 May 2017 to undertake reviews in other circumstances, such a review may only be initiated in circumstances where an employee has changed jobs or the processes involved in the work undertaken by the employee have changed.

## **D.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.

## **D.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.

## **D.10 Trial period**

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer will employ a person under the provisions of this schedule for a trial period of at least 13 weeks, but no longer than 26 weeks.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum hourly rate of pay for a continuing employment relationship will be determined in accordance with clause D.4 and clause D.5.
- D.10.3** The employee must be paid at least **12.5%** of the relevant minimum hourly rate of pay for each hour worked during the trial period.
- D.10.4** Once an assessment of capacity has been undertaken pursuant to clause D.5 and the employee's rate of pay is determined in accordance with clause D.4, the employer will apply any higher rate of pay determined in accordance with clause D.4.1 with effect from thirteen weeks after the commencement of the trial period.
- D.10.5** Work trials should include induction or training as appropriate to the job being trialled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Schedule F—Agreement to Take Annual Leave in Advance**

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

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

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

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_

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

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

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

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

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

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

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

**Schedule G—Agreement to Cash Out Annual Leave**

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

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

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

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

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

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

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

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

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

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

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

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

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

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

## Schedule H—Part-day Public Holidays

H.2 amended in accordance with [\[2019\] FWCFB 8491](#) and [PR715168](#)

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

~~**H.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 H.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 H.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.~~

~~**H.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 H.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 H.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.~~

**H.3** This schedule is not intended to detract from or supplement the NES.