

EXPOSURE DRAFT

Water Industry Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Water Industry Award 2010** (the Water award) as at 3 November 2016. This exposure draft does not seek to amend any entitlements under the Water Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/289](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Water Industry Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 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)

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

afternoon shift means any shift (other than a 12 hour shift) finishing after 6.00 pm and at or before midnight

day shift means any shift other than an afternoon or night shift

day worker means an employee whose ordinary hours are worked between Monday and Friday and within the span of hours in clause 13.2(b)

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

minimum hourly rate of an employee is the hourly rate of pay specified in clause 14—Minimum wages for the employee’s classification

minimum weekly rate of an employee is the weekly rate of pay specified in clause 14—Minimum wages for the employee’s classification

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

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

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

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

shiftworker means an employee who works a roster cycle where ordinary hours are rostered outside the span of hours specified in clause 13.2(b) (save that for the purposes of the NES, shiftworker has the different meaning given in clause 20.2)

Parties are asked whether this should be amended to “for the purposes of s.87(1)(b) of the Act” as per clause 20.2.

standard rate means the minimum hourly rate for a Level 4 employee in clause 14—Minimum wages

3. The National Employment Standards and this award

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

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the water industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 In this award **water industry** means the harvesting (including by desalination), transportation, storage, treatment and supply of water to commercial, residential and other consumers and the harvesting, transportation, storage, treatment and recycling of waste water, stormwater and sewerage.
- 4.3 In this award, water industry does not include:
 - (a) the construction of water industry facilities or infrastructure (unless the employer is otherwise within the water industry);
 - (b) the installation, maintenance and repair of:
 - (i) water, sewerage or drainage services within buildings, structures or facilities that are not part of the water industry as defined in clause 4.2; or
 - (ii) the mains, drains and lines immediately connecting to such buildings, structures or facilities,(unless the employers are otherwise within the water industry);

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- (c) the construction, manufacture, sale, installation or repair of water tanks (unless the employer is otherwise within the water industry); or
- (d) the processing or supply of bottled water.

4.4 This award does not cover:

- (a) employers and employees covered by the *Local Government Industry Award 2016*;
- (b) contractors to owners or operators of water industry facilities or infrastructure, and the employees of such contractors, where such contractors are covered by any of the following awards:
 - (i) *Building and Construction General On-site Award 2016*;
 - (ii) *Electrical, Electronic and Communications Contracting Award 2016*;
 - (iii) *Joinery and Building Trades Award 2016*;
 - (iv) *Manufacturing and Associated Industries and Occupations Award 2016*;
 - (v) *Mobile Crane Hiring Award 2016*;
 - (vi) *Plumbing and Fire Sprinklers Award 2016*; or
 - (vii) *Professional Employees Award 2016*,unless such contractor is a sub-contract operator of water industry facilities or infrastructure; or
- (c) a chief executive officer, however described, executives and other senior officers not covered by a classification in Schedule A—Classification Definitions.

4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.6 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

4.7 This industry award does not cover:

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

- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

5. Effect of variations made by the Fair Work Commission

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.

6. Award flexibility for individual arrangements

6.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

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

6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

6.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

- 6.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).
- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks’ notice of termination.
- 6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

7. Facilitative provisions for flexible working practices

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:
13.2(c)	Day workers – span of hours	An individual
13.2(d)	Day workers – maximum ordinary hours	An individual
19.3	Time off instead of payment for overtime	An individual
20.8	Annual leave in advance	An individual
20.9	Cashing out annual leave	An individual
23.3	Public holiday – substitution	An individual

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 of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual. This decision will be recorded in the time and wages record.

9. Full-time employment

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

10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

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

10.2 A part-time employee:

- (a) works less than 38 hours per week;

- (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 10.3** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least:
- (a) the hours worked each day;
 - (b) which days of the week the employee will work; and
 - (c) the actual starting and finishing times each day.
- 10.4** Any agreed variation to the hours of work in clause 10.3 will be recorded in writing.
- 10.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- 10.6** All time worked in excess of the hours as agreed under clause 10.3 or varied under clause 10.4 will be overtime and paid for at the rates prescribed in clause 19—Overtime.
- 10.7** A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate in clause 14—Minimum wages, for the work performed.

11. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

- 11.1** A casual employee is an employee who is engaged and paid as a casual employee.
- 11.2 Casual loading**
- A casual employee will be paid:
- (a) the minimum hourly rate for the classification in which they are employed in clause 14—Minimum wages;
 - (b) penalties and loadings payable for shiftwork, overtime and public holidays on the same basis as a full-time employee; and
 - (c) an additional loading of **25%** of the minimum hourly rate for the classification in which they are employed.
- 11.3** The casual loading is paid as compensation instead of paid leave under this award and the NES.

Clauses 10.5(b) and (c) of the current award have been merged. Parties are asked to comment on whether the proposed wording in clause 11.2 reflects the method of calculating payment for casual employees.

12. Classifications

- 12.1** All employees covered by this award must be classified according to the level structure set out in Schedule A—Classification Definitions.
- 12.2** Employers must advise their employees in writing of their classification level on commencement of employment and of any subsequent changes to their classification level. The classification level must be determined by the employer according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of their employment.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

- 13.1** For the purpose of the NES, the ordinary hours of work under this award are 38 per week.

13.2 Day workers

- (a) The ordinary working hours for all day workers are an average of 38 hours per week over a period of 28 days.

(b) **Span of hours**

Ordinary hours will be worked within the span of 6.00 am to 6.00 pm Monday to Friday.

(c) **Altering the span of hours**

- (i) The span of hours in clause 13.2(b) may be altered by up to two hours at either end of the span by agreement between the employer and affected employee(s).

- (ii) The span may not be altered to be greater than 12 hours.

- (iii) Examples of circumstances in which the span may be varied include to allow for seasonal variations, workplace health and safety, personal needs of employee(s) or the genuine operational requirements of a particular project.

(d) **Maximum ordinary hours in one day**

- (i) An employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks).

- (ii) A maximum of up to 12 ordinary hours may be worked on any day by agreement between the employer and employee.

- (e) Subject to clauses 13.2(a), (b) and (d) the times when ordinary hours are worked by day workers are at the discretion of the employer and may include:

- (i) a 10 day fortnight—7.6 hours per day; or

- (ii) a nine day fortnight—8 hours and 20 minutes per day with a rostered day off.
- (f) If a rostered day off for a day worker falls on a public holiday as prescribed in the NES, the next working day will be substituted. Another day may be substituted by written agreement.
- (g) **Breaks—day workers**
 - (i) An employee who is a day worker will not be required to work more than five hours without an unpaid meal break of at least 30 minutes.
 - (ii) In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
 - (iii) Paid morning and afternoon tea breaks of 7.5 minutes each will be allowed to day workers.

Part 4—Wages and Allowances

14. Minimum wages

14.1 Adult employees

An employer must pay an adult employee the following minimum rate of pay applicable to the employee’s classification for their ordinary hours:

Employee classifications	Minimum weekly rate \$	Minimum hourly rate \$
Level 1	719.20	18.93
Level 2	743.30	19.56
Level 3	771.80	20.31
Level 4	783.30	20.61
Level 5	832.30	21.90
Level 6	900.70	23.70
Level 7	916.30	24.11
Level 8	990.10	26.06
Level 9	1,059.10	27.87
Level 10	1,157.70	30.47

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

14.2 Junior employees

Junior employees will be paid the following percentage of the appropriate wage rate set out in clause 14.1 as follows:

Age	%
Under 17	55
17 years	65
18 years	75
19 years	85
20 years	95
21 years and over	100

14.3 Apprentice minimum wages

- (a) The terms of this award apply to apprentices, except where otherwise provided. For school-based apprentices, see Schedule D—School-based Apprentices.
- (b) The minimum weekly rates for apprentices who commenced their apprenticeship before 1 January 2014 are as follows:

(i) Four year apprenticeships

Year	% of Level 4 weekly rate
1st year	45
2nd year	60
3rd year	75
4th year	90

(ii) Three year apprenticeships

Year	% of Level 4 weekly rate
1st year	45
2nd year	70
3rd year	90

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- (c) The minimum weekly rates for apprentices who commenced a four year apprenticeship on or after 1 January 2014 are as follows:

Year	Have not completed year 12	Have completed year 12
	% of Level 4 weekly rate	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	90

- (d) The minimum weekly rates for apprentices who commenced a three year apprenticeship on or after 1 January 2014 are as follows:

Year	Have not completed year 12	Have completed year 12
	% of Level 4 weekly rate	
1st year	50	55
2nd year	70	70
3rd year	90	90

- (e) An adult apprentice will be paid no less than the minimum weekly rate for Level 2 in clause 14.1 or the relevant rate prescribed by clauses 14.3(c) or 14.3(d) for the relevant year of the apprenticeship, whichever is the greater.
- (f) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (g) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training. This clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (h) For the purposes of clause 14.3(g), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which

exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

- (i) The amount payable by an employer under clause 14.3(g) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received the assistance or their employer has advised them in writing of the availability of the assistance.
- (j) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, will be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (k) An employer may meet its obligations under clause 14.3(j) by paying any fees and/or cost of textbooks directly to the RTO.
- (l) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (m) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule D—School-based Apprentices.
- (n) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

14.4 Higher duties

- (a) An employee directed or appointed to relieve in a higher level position for more than one day will be paid at a level in accordance with the skills and experience required.
- (b) Higher duties will not be paid when the relieving employee is absent on leave or a public holiday.

14.5 Payment of wages

At the employer's discretion, employees will be paid weekly, fortnightly or as otherwise agreed by electronic funds transfer into the employee's nominated account or other agreed method.

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.

14.6 School-based apprentices

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

14.7 Supported wage system

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

14.8 National training wage

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

15. Annualised salaries

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

15.1 The following provisions apply to employees employed in classification Levels 9 and 10 in accordance with Schedule A.

15.2 Annual salary instead of award provisions

(a) An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of this award:

- (i) clause 14—Minimum wages;
- (ii) clause 16—Allowances;
- (iii) clause 18.10—Shiftwork penalties;
- (iv) clause 19—Overtime; and
- (v) clause 20.3—Annual leave loading.

(b) Where an annual salary is paid the employer must provide written advice to the employee of the following:

- (i) the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary;
- (ii) the date on which the salary arrangement commences;
- (iii) the award level classification for the role; and
- (iv) the terms of clause 15.3 of this award.

15.3 Annual salary not to disadvantage employees

(a) The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked).

- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

15.4 Base rate of pay for employees on annual salary arrangements

For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 14—Minimum wages and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

16. Allowances

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

16.2 Wage-related allowances

(a) **Leading hand allowance**

An employee at Level 3, 4 or 5 who is required by the employer to supervise other employees will be paid an allowance in addition to their classification rate of pay as follows:

Supervisor's classification level	Number of employees supervised	\$ per week
3 or 4	1 to 5	22.67
3 or 4	6 to 15	30.92
3, 4 or 5	Over 15	39.16

NOTE: The Level 1 and Level 2 classifications do not involve the supervision of other employees.

(b) **First aid allowance**

- (i) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an additional allowance of **\$13.40** per week.
- (ii) The first aid allowance will not be paid where an employee holds a position that requires them to hold a first aid certificate.

(c) **Adverse working conditions**

- (i) Operational and trade employees engaged in Levels 1 to 5 of this award will be paid an additional hourly allowance at the rate specified in clause 16.2(c)(ii) for all time worked by direction under adverse working conditions as defined in clause 16.2(d). In all cases, in addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.

- (ii) An employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:
- Level 1 working conditions—**\$0.72** per hour;
 - Level 2 working conditions—**\$1.03** per hour; or
 - Level 3 working conditions—**\$10.31** per hour.
- (iii) An employer may make an average payment equivalent to an agreed number of hours per week, where the employee is regularly required to work under adverse working conditions as defined in clause 16.2(d).
- (iv) Adverse working conditions allowances are not payable during periods of leave.

(d) Adverse working conditions definitions

(i) Level 1 working conditions

The Level 1 working conditions allowance compensates for all adverse conditions associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions including:

- working in confined or cramped spaces;
- working in wet places (other than places wet by sewerage) including standing in water;
- working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- working in dusty, muddy or dirty conditions;
- cleaning of toilets;
- operating mechanical and pneumatic equipment; or
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances.

(ii) Level 2 working conditions

The Level 2 working conditions allowance compensates for the nature of highly obnoxious, offensive or dirty work, which typically includes:

- clearing of sewer chokes;
- maintenance, connections to and/or repair of sewerage equipment;
- handling infected materials;
- cleaning septic tanks, septic closets and/or chemical closets by mechanical means; or

- collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

(iii) Level 3 working conditions

The Level 3 working conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- working in digestion tanks at sewerage treatment works;
- entering and cleaning aeration ponds or wet wells at sewer pump stations;
- working in live sewers; or
- cleaning septic tanks, septic closets and/or chemical closets other than by mechanical means.

16.3 Expense-related allowances

(a) Meal allowance in relation to overtime

- (i) Where the employer requires an employee to work more than two hours of overtime or more than 10 continuous hours on any one day, excluding unpaid meal breaks, the employee will be paid a meal allowance of **\$17.73**.
- (ii) Where the employer requires the employee to continue working, for a further four hours of continuous overtime work, the employee will be paid an additional meal allowance of **\$11.25**.
- (iii) A meal allowance is not payable where the employee has been notified in advance of the requirement to work overtime or where a meal is provided by the employer.

(b) Vehicle allowance

- (i) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee will be paid an allowance for each kilometre of authorised travel as follows:
 - motor vehicle—**\$0.78** per kilometre; or
 - motorcycle—**\$0.26** per kilometre.
- (ii) An employer may require an employee to record full details of all such official travel requirements in a log book.

(c) Normal starting point—Transfers, travelling and working away from normal starting point

- (i) **Normal starting point** means a workshop, depot, office, treatment plant or facility to which the employee is usually assigned or any other designated starting and/or finishing point.

- (ii) Upon engagement all employees will be given a starting point which will be the commencement point of their daily work activities.
 - (iii) Unless otherwise provided, each employee will be attached to one normal starting point only.
 - (iv) An employee may be transferred to another normal starting point at any time by the giving of reasonable notice.
 - (v) The employer may either provide an appropriate vehicle or transport, or pay an employee and allowance of **\$10.31** per day instead of fares and travelling time where:
 - the employer directs the employee to commence and/or finish work at any location in a region specified by the employer in which the employer operates or maintains a water and/or sewage and/or waste water service; and
 - multiple starting points form part of the nature of the work being performed.
- (d) **Excess travelling time and fares—Transfers, travelling and working away from normal starting point**
- (i) Where an employer requires an employee, other than a casual employee, to start work at a place away from the employee's normal starting point the employer will pay the employee:
 - excess travelling time at the rate for the ordinary hours worked on that day; and
 - excess fares incurred by the employee.
 - (ii) For the purpose of this clause:
 - **excess travelling time** means all time reasonably spent by an employee reaching and/or returning from the job which is in excess of the time normally spent by the employee in travelling between the employee's usual residence and the employee's normal starting point.
 - **excess fares** means any fares reasonably incurred by the employee that are in excess of fares normally incurred in travelling between the employee's usual residence and the employee's normal starting point.
 - (iii) The excess fares allowance will not be paid where the employee is provided with a vehicle by the employer or is paid the allowance as provided in clause 16.3(b) or has an arrangement with the employer for a regular vehicle allowance in excess of the allowance provided in clause 16.3(b).
- (e) **Reimbursement of expenses**
- (i) All reasonable expenses incurred at the direction of the employer, including out-of-pocket expenses, accommodation, travelling expenses and the cost of special protective clothing (where such clothing is not

provided by the employer), incurred in connection with the employee's duties will be paid by the employer. Where practicable payment will be included in the next pay period.

- (ii) The method and mode of travelling or the vehicle to be supplied or used will be arranged mutually between the employer and the employee. Travelling arrangements will be agreed between the employer and the employee in advance.
 - (iii) The employer may require the employee to present proof of payment prior to the reimbursement.
- (f) **Tool allowance—tradespersons and apprentices**
- (i) Where the employer requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the employee in the performance of their duties as a tradesperson, the employee will be paid an additional weekly allowance of **\$18.59**.
 - (ii) This provision will not apply where the employer provides the tradesperson or apprentice with the required tools or while employees are absent from work.

See Schedule C for a summary of monetary allowances.

17. Superannuation

17.1 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.

17.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

17.3 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 17.2.

- (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 17.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or (b) was made.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or 17.3(b) to one of the following superannuation funds or its successor:

- (a) Equisuper;
- (b) First State Super;
- (c) LGsuper;
- (d) Local Government Superannuation Scheme (LGSS);
- (e) Quadrant Superannuation Scheme;
- (f) Vision Super;
- (g) WA Local Government Superannuation Plan;
- (h) City of Perth Superannuation Fund;
- (i) Local Super;
- (j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (k) a superannuation fund or scheme which the employee is a defined benefit member of.

17.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or 17.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;

- (b) **Work-related injury or illness**—in respect of any employee entitled to accident pay for the period of absence from work of the employee due to work-related injury or work-related illness provided that:
- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

18. Shiftwork

- 18.1 A shiftworker's roster cycle will provide for an average of 38 ordinary hours over a period of up to eight weeks.
- 18.2 A roster for full-time and part-time employees showing normal starting and finishing times of each employee will be prepared by the employer and posted in an obvious place, accessible or made available electronically to the employees concerned.
- 18.3 The following conditions apply to the preparation of rosters:
- (a) the roster must specify shift starting and finishing times and where time rostered is overtime;
 - (b) subject to clause 18.4, shifts must not exceed 10 hours in length (including crib time which will be counted as time worked) and an employee must not be rostered to work more than eight shifts in any nine day period;
 - (c) except at the regular changeover of shifts, an employee must not be rostered to work more than one shift in each 24 hours; and
 - (d) a shiftworker must have a minimum break of 10 hours between shifts.
- 18.4 An employer may implement 12 hour shifts as part of a two shift, 24 hour continuous roster but an employee must not be rostered for more than five 12 hour shifts in any nine day period.
- 18.5 Subject to clauses 18.6, 18.7 and 18.8, an employer must not change the structure of a roster or implement a new roster unless:
- (a) all affected employees are given at least four weeks' notice of the change, or of the new roster; or
 - (b) all affected employees agree.

Parties are asked how clause 18.5 interacts with clause 16-Consultation about changes to rosters and hours of work.

- 18.6** Where practicable, two weeks' notice of rostered days off should be given provided that the days off may be changed by agreement or due to sickness or other cause over which the employer has no control.
- 18.7** An employer may require an employee to work a different shift or shift roster by giving 48 hours' notice or such shorter period as is agreed or as operational circumstances reasonably require.
- 18.8** Subject to the approval of the employer, employees may, by agreement, exchange shifts and days off. In these circumstances pay will be as if the work had proceeded according to the roster.
- 18.9 Breaks—shiftworkers**
- (a) A shiftworker working a shift of less than 10 hours will be entitled to a crib break of 20 minutes which will count as time worked.
 - (b) A shiftworker working a shift of 10 hours or longer will be entitled to crib breaks totalling 30 minutes which will count as time worked.
 - (c) Breaks for all employees will be scheduled by the employer based upon operational requirements to ensure continuity of operations. The employer will not require an employee to work more than five hours before the first crib break is taken or between subsequent crib breaks, if any.
 - (d) If at the direction of the employer an employee is required to work during the normal crib break, then until a crib break is allowed the employee will be paid at **150%** of their ordinary rate.
 - (e) An employee may take a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue to work after the rest break.
- 18.10 Shiftwork penalties**
- (a) Shiftwork penalties apply to an employee who is employed as a shiftworker and works according to a pre-determined roster or working pattern which provides coverage for more than one shift per day and beyond the span of hours in clause 13.2(b).
 - (b) **Shiftwork penalty rates**
 - (i) **115%** of the minimum hourly rate for ordinary time worked on a rostered afternoon shift; and
 - (ii) **130%** of the minimum hourly rate for ordinary time worked on a rostered night shift.
- 19. Overtime**
- 19.1** Unless otherwise provided, **overtime** means all work performed at the direction of the employer:

- (a) by day workers—outside of the daily span of hours specified in clause 13.2(b) or in excess of the maximum ordinary hours on any day as provided for in clause 13.2(d);
- (b) by shiftworkers—in excess of the hours for any day or shift in a roster prepared in accordance with clause 18—Shiftwork; or
- (c) in excess of an employee’s ordinary hours calculated by reference to the period over which the employee’s ordinary hours are averaged to the extent that such extra work does not already attract overtime under clauses 19.1(a) or (b).

19.2 Payment for overtime

- (a) Overtime worked on Monday to Saturday will be paid at **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after two hours except as otherwise provided.
- (b) Overtime worked on a Sunday will be paid at **200%** of the minimum hourly rate.
- (c) The minimum engagement for an employee working on Saturday or Sunday is three hours or payment for three hours at the appropriate overtime rate.
- (d) Overtime worked on a public holiday will be paid at **250%** of the minimum hourly rate.
- (e) The payment for overtime rates provided in this clause is calculated on the employee’s minimum hourly rate.
- (f) In calculating overtime, each day’s work stands alone.

19.3 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 19.3.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G. An agreement under clause 19.3 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 19.3 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 19.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 19.3 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 19.3 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.3 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 19.3.

19.4 Rest period after overtime

- (a) Wherever reasonably practicable, working hours should be arranged so that an employee has at least 10 consecutive hours off duty between the work on successive days or shifts.
- (b) An employee, other than a casual employee, who works so much overtime between finishing work on one day and starting work on the next day that the employee has not had at least 10 consecutive hours off duty must be released until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the 10 hour rest period.
- (c) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off, the employee must be paid **200%** of the minimum hourly rate until the employee is released from duty for 10 hours. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) Clause 19.4 will not apply where an employee works for less than three hours on call, call-back or remote response on any one day in accordance with clauses 19.5 or 19.6.

19.5 Call-back

- (a) An employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving the employer's premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that employees will be deemed not to be on call-back where the employee works such overtime continuous with the employee's ordinary hours.
- (b) Any employee, who is called back to work as specified in clause 19.5(a), will be paid for a minimum of four hours' work at the appropriate overtime rate on each occasion the employee is called back. Any further call-backs occurring within a four hour period of a call-back will not attract any additional payment. An employee working on a call-back will be paid the appropriate overtime rate from the time the employee departs for work.
- (c) Except in the case of unforeseen circumstances arising, the employee will not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where the call-back is continuous, subject to a reasonable meal break, with the commencement of ordinary hours.

19.6 On call

- (a) An employee directed by the employer to be available for duty outside of the employee's ordinary working hours will be on call. An employee on call must be able to be contacted and immediately respond to a request to attend work.
- (b) **On call allowance**

Where an employee is on call, the employee will be paid an on call allowance each day equivalent to:

- (i) **\$30.92** per day if required to be on call on a weekday;
- (ii) **\$41.22** per day if required to be on call on a Saturday; or
- (iii) **\$51.53** per day if required to be on call on a Sunday or public holiday.

(c) **Call out**

An employee who is on call and in receipt of an on call allowance will be paid at the appropriate overtime rate for time worked on a call out. Time worked will be calculated from the time the employee leaves home.

(d) **Remote response**

An employee who is in receipt of an on call allowance and available to immediately:

- (i) respond to phone calls or messages;
- (ii) provide advice ('phone fixes');
- (iii) arrange call out/rosters of other employees; and
- (iv) remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.

- (e) An employee remotely responding may be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

Part 6—Leave and Public Holidays

20. Annual leave

20.1 Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

20.2 Shiftworkers for the purposes of the NES

For the purpose of s.87(1)(b) of the Act, a **shiftworker** is an employee:

- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- (b) who is regularly rostered to work on Sundays and public holidays.

20.3 Annual leave loading

- (a) An employee will be paid an annual leave loading of **17.5%** calculated on the employee's base rate of pay in addition to payment for annual leave.
- (b) Annual leave loading will, at the discretion of the employer, be paid in any of the following ways:
 - (i) on the anniversary date of employment;
 - (ii) on the same date each year as determined by the employer; or
 - (iii) when taking annual leave.

20.4 Annual close-down

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

20.5 Excessive leave accruals: general provision

Note: Clauses 20.5 to 20.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 20.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 20.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 20.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 20.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
 - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 20.6(b)(i).

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

20.7 Excessive leave accruals: request by employee for leave

- (a) Clause 20.7 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 20.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 20.6(a) that, when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 20.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

20.8 Annual leave in advance

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

Note: An example of the type of agreement required by clause 20.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 20.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 20.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

20.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 20.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.

- (e) An agreement under clause 20.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 20.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.9.

Note 3: An example of the type of agreement required by clause 20.9 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

21. Personal/carer's leave and compassionate leave

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

22. Parental leave

Parental leave is provided for in the NES.

23. Public holidays

23.1 Public holidays are provided for in the NES.

23.2 Notwithstanding any other provision in this award, where an employee is required to work on a public holiday they will be paid **250%** of the minimum hourly rate for all hours worked.

23.3 An employer and employee may agree to substitute a public holiday as provided by the NES with an alternative day.

23.4 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay. The employer may instead of making such additional payment, grant a day's leave for each such holiday

which may be taken at such time as is agreed between the employer and the employee.

23.5 Part-day public holidays

For provisions related to part-day public holidays see Schedule J—2016 Part-day Public Holidays.

24. Community service leave

Community service leave is provided for in the NES.

Part 7—Consultation and Dispute Resolution

25. Consultation about major workplace change

25.1 Employers to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

25.2 Employers to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 25.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 25.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

26. Consultation about changes to rosters or hours of work

- 26.1** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- 26.2** The employer must:
- (a)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (b)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (c)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- 26.3** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 26.4** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

27. Dispute resolution

- 27.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 27.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 27.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 27.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 27.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 27.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 27.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health

and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 8—Termination of Employment and Redundancy

28. Termination of employment

28.1 Notice of termination is provided for in the NES.

28.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

29. Redundancy

Redundancy pay is provided for in the NES.

30. Transfer to lower paid job on redundancy

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

31. Employee leaving during redundancy notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 29 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

32. Job search entitlement

32.1 Job search entitlement for notice of termination of employment

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

32.2 Job search entitlement—redundancy

(a) Time off for seeking other employment

Where an employer has given notice of termination to an employee, including in circumstances of redundancy, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

(b) Proof of attendance

If, in the case of redundancy, an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

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Schedule A—Classification Definitions

This award structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

A.1 Level 1

Level 1 covers entry level for operational employees with minimal experience and qualifications.

A.1.1 Authority and accountability: Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.

A.1.2 Judgment and problem solving: Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.

A.1.3 Specialist knowledge and skills: Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.

A.1.4 Management skills: Not required at this level.

A.1.5 Interpersonal skills: Limited to basic communications with other staff and possibly with the public.

A.1.6 Qualifications and experience: An employee in this level will have commenced on-the-job training, which may include an induction course.

A.2 Level 2

Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant water industry or equivalent experience.

A.2.1 Authority and accountability: Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.

A.2.2 Judgment and problem solving: Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

A.2.3 Specialist knowledge and skills: Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.

A.2.4 Management skills: Not required at this level.

A.2.5 Interpersonal skills: Limited to basic communications with other staff and possibly with the public.

A.2.6 Qualifications and experience: Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

A.3 Level 3

Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative employees.

A.3.1 Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.

A.3.2 Judgment and problem solving: Personal judgment is required to follow pre-determined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

A.3.3 Specialist knowledge and skills: Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.

A.3.4 Management skills: Not required at this level.

A.3.5 Interpersonal skills: Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.

A.3.6 Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

A.4 Level 4

Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees.

A.4.1 Authority and accountability: Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.

A.4.2 Judgment and problem solving: The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.

A.4.3 Specialist knowledge and skills: Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

- A.4.4 Management skills:** Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the ‘work face’.
- A.4.5 Interpersonal skills:** Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.
- A.4.6 Qualifications and experience:** Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:
- (a) trade certificate or equivalent;
 - (b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or
 - (c) knowledge and skills gained through on-the-job training.

A.5 Level 5

Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.

- A.5.1 Authority and accountability:** The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.
- A.5.2 Judgment and problem solving:** Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.
- A.5.3 Specialist knowledge and skills:** Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.
- A.5.4 Management skills:** Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the ‘work face’.
- A.5.5 Interpersonal skills:** Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.
- A.5.6 Qualifications and experience:** Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:
- (a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or

- (b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

A.6 Level 6

Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.

- A.6.1 Authority and accountability:** May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
- A.6.2 Judgment and problem solving:** Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.
- A.6.3 Specialist knowledge and skills:** Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- A.6.4 Management skills:** May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
- A.6.5 Interpersonal skills:** Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.
- A.6.6 Qualifications and experience:** Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:
 - (a) diploma or advanced diploma; or
 - (b) appropriate in-house training or equivalent.

A.7 Level 7

Level 7 covers specialist technical employees undertaking duties in excess of Level 6; and is the entry level for graduate professional employees.

- A.7.1 Authority and accountability:** Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.
- A.7.2 Judgment and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations.

Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.

- A.7.3 Specialist knowledge and skills:** Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.
- A.7.4 Management skills:** Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.
- A.7.5 Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.
- A.7.6 Qualifications and experience:** Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

A.8 Level 8

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.

- A.8.1 Authority and accountability:** Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- A.8.2 Judgment and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision-making requires analysis of data to reach decisions and/or determine progress.
- A.8.3 Specialist knowledge and skills:** Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
- A.8.4 Management skills:** Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects involving employees in lower levels and other resources.
- A.8.5 Interpersonal skills:** Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

A.8.6 Qualifications and experience: Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

A.9 Level 9

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.

A.9.1 Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.

A.9.2 Judgment and problem solving: Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.

A.9.3 Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

A.9.4 Management skills: Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.

A.9.5 Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

A.9.6 Qualifications and experience: Employees will have a relevant degree or equivalent with extensive practical experience.

A.10 Level 10

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.

A.10.1 Authority and accountability: Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.

- A.10.2 Judgment and problem solving:** Resolution of problems, which requires analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A.10.3 Specialist knowledge and skills:** Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
- A.10.4 Management skills:** Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A.10.5 Interpersonal skills:** Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.
- A.10.6 Qualifications and experience:** Employees require a relevant degree or equivalent and management experience.

Schedule B—Summary of Hourly Rates of Pay

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

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

B.1.1 Full-time and part-time adult day workers—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	100%	250%
	\$	\$
Level 1	18.93	47.33
Level 2	19.56	48.90
Level 3	20.31	50.78
Level 4	20.61	51.53
Level 5	21.90	54.75
Level 6	23.70	59.25
Level 7	24.11	60.28
Level 8	26.06	65.15
Level 9	27.87	69.68
Level 10	30.47	76.18

B.1.2 Full-time and part-time adult shiftworkers—ordinary and penalty rates

	Day shift	Afternoon shift	Night shift	Public holiday
	% of minimum hourly rate			
	100%	115%	130%	250%
	\$	\$	\$	\$
Level 1	18.93	21.77	24.61	47.33
Level 2	19.56	22.49	25.43	48.90
Level 3	20.31	23.36	26.40	50.78
Level 4	20.61	23.70	26.79	51.53
Level 5	21.90	25.19	28.47	54.75
Level 6	23.70	27.26	30.81	59.25
Level 7	24.11	27.73	31.34	60.28
Level 8	26.06	29.97	33.88	65.15

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	Day shift	Afternoon shift	Night shift	Public holiday
	% of minimum hourly rate			
	100%	115%	130%	250%
	\$	\$	\$	\$
Level 9	27.87	32.05	36.23	69.68
Level 10	30.47	35.04	39.61	76.18

B.1.3 Full-time and part-time adult day workers and shiftworkers—overtime rates

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	28.40	37.86	37.86	47.33
Level 2	29.34	39.12	39.12	48.90
Level 3	30.47	40.62	40.62	50.78
Level 4	30.92	41.22	41.22	51.53
Level 5	32.85	43.80	43.80	54.75
Level 6	35.55	47.40	47.40	59.25
Level 7	36.17	48.22	48.22	60.28
Level 8	39.09	52.12	52.12	65.15
Level 9	41.81	55.74	55.74	69.68
Level 10	45.71	60.94	60.94	76.18

B.2 Casual employees

B.2.1 Casual adult day workers—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	125%	275%
	\$	\$
Level 1	23.66	52.06

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	Ordinary hours	Public holiday
	% of minimum hourly rate	
	125%	275%
Level 2	24.45	53.79
Level 3	25.39	55.85
Level 4	25.76	56.68
Level 5	27.38	60.23
Level 6	29.63	65.18
Level 7	30.14	66.30
Level 8	32.58	71.67
Level 9	34.84	76.64
Level 10	38.09	83.79

B.2.2 Casual adult shiftworkers—ordinary and penalty rates

	Day shift	Afternoon shift	Night shift	Public holiday
	% of minimum hourly rate			
	125%	140%	155%	275%
	\$	\$	\$	\$
Level 1	23.66	26.50	29.34	52.06
Level 2	24.45	27.38	30.32	53.79
Level 3	25.39	28.43	31.48	55.85
Level 4	25.76	28.85	31.95	56.68
Level 5	27.38	30.66	33.95	60.23
Level 6	29.63	33.18	36.74	65.18
Level 7	30.14	33.75	37.37	66.30
Level 8	32.58	36.48	40.39	71.67
Level 9	34.84	39.02	43.20	76.64
Level 10	38.09	42.66	47.23	83.79

Schedule C—Summary of Monetary Allowances

See clause 16—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances:

The wage-related allowances in this award are based on the standard rate as defined in Clause 2—Definitions as the minimum hourly rate for a Level 4 employee in clause 14 = **\$20.61**.

Allowance	Clause	% of standard rate \$20.61	\$ per week unless stated otherwise
Leading hand allowance:	16.2(a)		
Supervisor level 3 or 4—supervising 1 to 5 employees		110	22.67
Supervisor level 3 or 4—supervising 6 to 15 employees		150	30.92
Supervisor level 3, 4 or 5—supervising over 15 employees		190	39.16
First aid allowance	16.2(b)	65	13.40
Transfers, travelling and working away from normal starting point	16.3(c)(iv)	50	10.31 per day
Adverse working conditions allowance:	16.2(c)(ii)		
Level 1		3.5	0.72 per hour
Level 2	16.2(c)(ii)	5.0	1.03 per hour
Level 3	16.2(c)(ii)	50	10.31 per hour
On call allowance:	19.6		
Weekday	19.6(b)(i)	150	30.92 per day
Saturday	19.6(b)(ii)	200	41.22 per day
Sunday or public holiday	19.6(b)(iii)	250	51.53 per day

C.1.1 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clause 16.

Allowance	Clause	\$
Meal allowance in relation to overtime:	16.3(a)	
After more than two hours of	16.3(a)(i)	17.73 per

Allowance	Clause	\$
overtime or 10 continuous hours' work		occasion
After a further four hours' continuous overtime	16.3(a)(ii)	11.25 per occasion
Vehicle allowance:	16.3(b)	
Motor vehicle	16.3(b)(i)	0.78 per km
Motorcycle	16.3(b)(i)	0.26 per km
Tool allowance— tradespersons and apprentices	16.3(f)(i)	18.59 per week

C.2.1 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

Schedule D—School-based Apprentices

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

Schedule E—Supported Wage System

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

E.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—National Training Wage

This schedule may be affected by [AM2016/17](#)

F.1 Title

This is the *National Training Wage Schedule*.

F.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

Year 10 includes any year before Year 10

F.3 Coverage

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

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

F.3.3 This schedule does not apply to:

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

Parties are asked to identify “any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997” that they consider should not be covered by this Schedule.

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

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

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

F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- F.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- F.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

F.5 Minimum Wages

F.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7 are:

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

(b) Wage Level B

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7 are:

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7 are:

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

(d) AQF Certificate Level IV traineeships

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

F.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7 are:

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

(b) Wage Level B

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7 are:

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

(c) Wage Level C

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12

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	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix E1 are as follows when the trainee works ordinary hours:

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

(e) AQF Certificate Level IV traineeships

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses F.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

F.5.3 Other minimum wage provisions

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

F.5.4 Default wage rate

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

F.6 Employment conditions

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

contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

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

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

F.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

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

F.7.1 Wage Level A

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

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

F.7.2 Wage Level B

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

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

F.7.3 Wage Level C

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

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Training package	AQF certificate level
Seafood Industry	I, II, III

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule H—Agreement to Take Annual Leave in Advance

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

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

- J.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause J.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause J.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

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

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

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