



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/82)

POULTRY PROCESSING AWARD 2010

[MA000074]

Poultry processing

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Poultry Processing Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Poultry Processing Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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Poultry Processing Award 20XX

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Part 1—Application and Operation of this Award

1. Title and commencement

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

2. Definitions

In this award, unless the contrary intention appears:

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

adult employee means an employee 18 years of age and over

afternoon shift means a shift of ordinary hours finishing at or after 5.00 pm or, where the ordinary hours are extended by agreement, 6.00 pm and at or before midnight

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 17.2(a))

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

early morning shift means a shift of ordinary hours commencing at or after 2.00 am and before 4.00 am

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)

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

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

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

night shift means a 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

ordinary hourly rate means the hourly rate for the employee's classification specified in clause 15—Minimum rates, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes

permanent night shift employee is an employee who:

- (i) works night shift only; or
- (ii) stays on night shift for a longer period than 4 consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle

poultry processing industry ~~has the meaning given in clause 4.2 means the killing, processing, preparation, packing, wholesaling and distribution of uncooked poultry, poultry products and poultry by-products and, where the cooking is incidental to the aforementioned, cooked poultry, poultry products and poultry by-products~~

standard rate means the minimum hourly wage for the Level 2 classification in clause 15—Minimum rates

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 this 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 poultry processing industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 The **poultry processing industry** means the killing, processing, preparation, packing, wholesaling and distribution of uncooked poultry, poultry products and poultry by-products and, where the cooking is incidental to the aforementioned, cooked poultry, poultry products and poultry by-products.
- 4.3 This award covers any employer which supplies labour on an on-hire basis in the poultry processing industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work

for a business in that industry. Clause 4.3 operates subject to the exclusions from coverage in this award.

- 4.4** This award covers employers which provide group training services for trainees engaged in the poultry processing industry and/or parts of that industry and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 4.1 and 4.2 are being performed. Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5** This award does not cover:
- (a) employees 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.
- 4.6** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

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

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

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

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 29—Dispute resolution.

7. Facilitative provisions

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or 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:

- (a) clause 13.2—Ordinary hours—day workers;
- (b) clause 13.3—Ordinary hours—shiftworkers;
- (c) clause 19.8—Time off instead of payment for overtime;
- (d) clause 21.5—Annual close down
- (e) clause 21.7—Excessive leave accruals: general provision;
- (f) clause 21.10—Annual leave in advance;
- (g) clause 21.11—Cashing out of annual leave; and
- (h) clause 26.3—Substitution of public holidays by agreement.

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

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

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work an average less than 38 ordinary hours per week; and
- (b) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.2 For each ordinary hour worked, a part-time employee must be paid no less than 1/38th of the minimum weekly wage for the relevant classification in this award.

10.3 The employer must inform the part-time employee of the employee's ordinary hours of work and starting and finishing times.

10.4 A part-time employee must be engaged for a minimum of 3 consecutive hours on any day or shift.

10.5 A part-time employee's rostered hours of work can be altered by a minimum of 48 hours' notice. See clause 28—Consultation about changes to rosters or hours of work.

11. Casual employees

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

11.2 For each engagement, a casual employee must be paid for a minimum of 3 hours.

11.3 Casual loading

- (a) For each ordinary hour worked, a casual employee must be paid:
 - (i) the minimum hourly rate; and

- (ii) a loading of 25% of the minimum hourly rate,
for the classification in which they are employed.
- (b) Where any other penalty is payable for working ordinary hours the calculation of such penalty must be based on the minimum hourly wage for the classification. The casual loading is not paid for overtime or time worked on Saturday, Sunday or a public holiday.

11.4 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be

accommodated within the days and/or hours during which the employee is available to work.

- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 29—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.4, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.4.
- (o) Nothing in clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.4 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.4 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4(q).

12. Classifications

- 12.1 A description of the classifications under this award is set out at Schedule A—Classification Definitions.

Part 3—Hours of Work

13. Ordinary hours of work

13.1 Ordinary hours

- (a) Maximum weekly hours and requests for flexible working arrangements are provided for in the [NES](#).
- (b) Except as provided elsewhere in this award:
 - (i) the ordinary hours of work for a fulltime employee are an average of 38 per week; and
 - (ii) an employee will not work more than 10 ordinary hours per day or 152 over 28 days.

13.2 Ordinary hours—day workers

- (a) Ordinary hours for a day worker may be worked on any or all days, Monday to Friday. Ordinary hours may also be worked on Saturday and Sunday, subject to agreement between the employer and a majority of affected employees, or the employer and an individual employee. If agreement is reached in accordance with clause 13.2(a), the additional rates in clause 20.2 apply.
- (b) Ordinary hours of work are to be worked continuously, except for meal and rest breaks, at the discretion of the employer, between the hours of 5.00 am and 5.00 pm. The spread of hours (5.00 am to 5.00 pm) may be altered by up to one hour at either or both ends of the spread, by agreement between an employer and the majority of affected employees, or in appropriate circumstances, between the employer and an individual employee. Any change to regular rosters or ordinary hours of work is subject to the consultative provisions in clause 28—Consultation about changes to rosters or hours of work.
- (c) The employer and a majority of affected employees may agree that the ordinary hours for a day worker be up to 12 hours per day.

13.3 Ordinary hours—shiftworkers

- (a) Ordinary hours for a shiftworker may be worked on any or all days, Monday to Sunday. The ordinary hours are up to 10 hours per day, inclusive of meal breaks.
- (b) The employer and a majority of affected employees may agree that the ordinary hours for a shiftworker be up to 12 hours per day, inclusive of meal breaks, worked Monday to Sunday.
- (c) **Shift notice**

- (i) An employee must be given at least 48 hours' notice of a requirement to work shiftwork and any alteration to their hours of work. By agreement between an employer and an employee, the notice requirement may be waived.
- (ii) The hours for a shiftworker when fixed may be varied for breakdowns or other causes beyond the control of the employer.
- (iii) See clause 28—Consultation about changes to rosters or hours of work.

14. Breaks

14.1 Unpaid meal breaks

An employee is entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to be taken not later than 6 hours after the commencement of work.

14.2 Rest breaks

- (a) Employees are entitled to either:
 - (i) one rest break of ten minutes where the employee works more than 3 hours but less than or equal to 6 hours; or
 - (ii) 2 rest breaks of ten minutes each during a period of work greater than 6 hours.
- (b) The periods of work set out in clause 14.2(a) exclude any unpaid meal break.

14.3 Crib time

Where a shiftworker works consecutive shifts of 8 hours or longer per day, the shiftworker is entitled to a paid 20 minute crib time break instead of any other meal break provided in this award.

14.4 Rest period after overtime

The minimum rest period after working overtime is provided in clause 19.7.

Part 4—Wages and Allowances

15. Minimum rates

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

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Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 1	765.60	20.15
Level 2	787.20	20.72
Level 3	798.00	21.00
Level 4	809.00	21.29
Level 5	819.60	21.57
Level 6	841.30	22.14

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

- 15.2** For the purposes of 15.1, any entitlement to a minimum rate expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.
- 15.3** The following employees are not entitled to the minimum rates set out in the table in clause 15.1:
- (a) a trainee:
 - (i) Schedule E to the *Miscellaneous Award 20XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
 - (ii) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX* is to be read as referring to the *Poultry Processing Award 20XX* and not the *Miscellaneous Award 20XX*; and
 - (b) an unapprenticed junior (see clause 15.4); and
 - (c) an employee receiving a supported wage (see Schedule D—Supported Wage System).

15.4 Unapprenticed junior minimum rates

Junior employees will be entitled to the percentage of the applicable adult weekly rate for their classification as follows:

Age	%
16 years of age or less	70
17 years of age	80
18 years of age and over	100

15.5 Higher duties

- (a) An employee required by the employer to perform the duties of a position carrying a higher minimum rate than the employee's ordinary classification for more than 4 hours during one day, must be paid the higher minimum rate for that day.
- (b) An employee required by the employer to perform the duties of a position carrying a higher minimum rate than the employee's ordinary classification for 4 hours or less during one day, must be paid the higher rate for the actual time worked at that higher level.

16. Payment of wages

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

16.1 Wages must be paid weekly, either:

- (a) according to the actual ordinary hours worked each week; or
- (b) according to the average number of ordinary hours worked each week.

16.2 Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.

16.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

17. Allowances

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

17.1 Employers must pay to an employee the allowances the employee is entitled to under clause 17. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

17.2 Wage-related allowances

(a) All-purpose allowances

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

(i) Leading hand allowance (clause 17.2(b)).

(b) Leading hand allowance

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

In charge of	\$ per week
1–19 employees	31.49
20 or more employees	52.63

(ii) The leading hands allowance applies for **all purposes** of this award.

(c) **Cold work allowance**

A cold work allowance is payable to an employee working for more than one hour in a place where the temperature is reduced by artificial means as follows:

Temperature	\$ per hour or part thereof
From -15.6°C to -18.0°C	0.77
-18.0°C to -23.3°C	1.35
Less than -23.3°C	2.11

(d) **First aid allowance**

A first aid allowance of **\$17.24** per week is payable to an employee who has been trained to provide first aid and holds an appropriate first aid qualification such as a certificate from St John Ambulance or similar body if appointed by the employer to perform first aid duty.

17.3 Expense-related allowances

(a) **Meal allowance**

A meal allowance of **\$14.70** is payable to an employee who works at least one and half hours' overtime after working ordinary hours, except where a meal is provided by the employer.

(b) **Vehicle allowance**

A vehicle allowance of **\$0.78** per kilometre is payable to an employee who is required to use their own vehicle to travel from one place to another during working time.

17.4 The allowances in clauses 17.2(c)–17.2(d) and 17.3 are not subject to any premium or penalty additions.

18. Superannuation

18.1 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.

18.2 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.

18.3 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 18.2.
- (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 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2, and pay the amount authorised under clauses 18.3(a) or 18.3(b), to one of the following superannuation funds or its successor:

- (a) AustralianSuper; or
- (b) LUCRF Super; or
- (c) Meat Industry Employees' Super Fund; or
- (d) Sunsuper; or
- (e) Statewide Superannuation Trust; or
- (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime and Penalty Rates

19. Overtime

19.1 Definition of overtime

Overtime is any work done outside of the employee’s ordinary hours provided in clause 13—Ordinary hours of work.

19.2 Overtime rates

Where an employee works overtime the employer must pay to the employee the overtime rates as follows:

For overtime worked on	Overtime rate % of ordinary hourly rate
Monday to Saturday—first 3 hours	150
Monday to Saturday—after 3 hours	200
Sunday—all day	200
Public holiday—all day	250

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

19.3 For the purposes of calculating overtime payments, each day will stand alone.

19.4 Minimum payment periods—overtime

The following minimum payment periods apply in relation to overtime:

- (a) An employee required to work overtime on a Saturday must be paid for a minimum of 3 hours;
- (b) An employee required to work overtime on a Sunday or public holiday must be paid for a minimum of 4 hours.

19.5 The casual loading set out in clause 11.3(a) is not paid for overtime.

19.6 Call back

- (a) An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) must be paid for a minimum of 3 hours at the overtime rates each time the employee is called back.
- (b) Clause 19.6(a) does not apply where it is customary for an employee to return to the employer’s premises to perform a specific job outside the employee’s ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

19.7 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 19.7, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at 200% of the ordinary hourly rate until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) The provisions of clause 19.7 apply in the case of a shiftworker as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

19.8 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 19.8.
- (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 clause 19.8(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 19.8 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 19.8 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 19.8 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 19.8 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 clause 19.8(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 19.8 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 19.8 will apply, including the requirement for separate written agreements under clause 19.8(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 19.8 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 19.8.

20. Penalty rates

20.1 Definitions

For the purposes of this award:

- (a) **Early morning shift** means a shift of ordinary hours commencing at or after 2.00 am and before 4.00 am; and
- (b) **Afternoon shift** means a shift of ordinary hours finishing at or after 5.00 pm or, where the ordinary hours are extended by agreement, 6.00 pm and at or before midnight; and
- (c) **Night shift** means a shift finishing after midnight and at or before 8.00 am; and
- (d) **Permanent night shift employee** is an employee who:
 - (i) works night shift only; or
 - (ii) stays on night shift for a longer period than 4 consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle.

20.2 An employee will be paid the following rates for all ordinary hours worked during the following periods.

Ordinary hours worked on:	% ordinary hourly rate
Monday to Friday—shiftworkers	
Early morning shift	110
Afternoon shift or night shift	115
Permanent night shift	125
Weekend work—all employees (including shiftworkers)	
Saturday	150
Sunday	175
Public holiday	250

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

- 20.3** A shiftworker who is required to work on a public holiday must be paid for a minimum of 4 hours.
- 20.4** A shiftworker who is required and works overtime must be paid overtime in accordance with clause 19—Overtime.

Part 6—Leave, Public Holidays

21. Annual leave

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

21.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the [Act](#), a **shiftworker** is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

21.3 Payment for annual leave

An employee will be paid annual leave at the base rate of pay as prescribed by the [NES](#).

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

21.4 Annual leave loading

In addition to the amount prescribed in clause 21.3, during a period of annual leave an employee must be paid:

- (a) for a day worker—a loading of **17.5%** calculated on the base rate of pay; or
- (b) for a shiftworker—the greater of:
 - (i) a loading of 17.5% calculated on the base rate of pay; or
 - (ii) the shift rate including the relevant weekend penalty rate payments the employee would have received in respect of ordinary hours of work, where the employee would have worked shift work had the employee not been on leave during the relevant period.

21.5 Annual close down

Notwithstanding [section 88](#) of the [Act](#) and clause 21.7, an employer may close down and enterprise or part of it during any period of pre-planned maintenance or the installation of machinery, provided that:

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

- (b) the close-down occurs on not more than one occasion per year, unless otherwise agreed between an employer and the majority of employees concerned; and
- (c) an employee who has accrued sufficient annual leave to cover the period of the close-down is allowed annual leave and also paid for that leave at the appropriate wage in accordance with clauses 21.3 and 21.4; and
- (d) an employee who has not accrued sufficient annual leave to cover part or all of the close-down is allowed paid annual leave for the period for which they have accrued sufficient leave, and given unpaid leave for the remainder of the close-down; and
- (e) any annual leave taken by an employee as a result of a close-down pursuant to clause 21.10 also counts as service by the employee with their employer.

21.6 Payment of leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clauses 21.3 and 21.4.

21.7 Excessive leave accruals: general provision

NOTE: Clauses 21.7 to 21.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 21.2).
- (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 21.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 21.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 21.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 21.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 21.8(d) may result in the direction ceasing to have effect. See clause 21.8(b)(i).

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

21.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 21.9(a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 21.8(a) that, when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 21.9(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 21.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 21.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 21.9(a).

21.10 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 21.10 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 21.10 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

21.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 21.11 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.

- (e) An agreement under clause 21.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 21.11 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.11.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.11.

NOTE 3: An example of the type of agreement required by clause 21.11 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

22. Personal/carer's leave and compassionate leave

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

23. Parental leave and related entitlements

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

24. Community service leave

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

25. Unpaid family and domestic violence leave

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

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document

issued by the police service, a court or family violence support service, or a statutory declaration.

26. Public holidays

26.1 Public holidays are provided for in the [NES](#).

26.2 Where an employee works on a public holiday they will be paid in accordance with clause 20.2 or 19.2.

26.3 Substitution of public holidays by agreement

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

26.4 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

27.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

27.2 For the purposes of the discussion under clause 27.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and

- (c) any other matters likely to affect employees.
- 27.3** Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 27.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).
- 27.5** In clause 27 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 27.6** Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.
- 28. Consultation about changes to rosters or hours of work**
- 28.1** Clause 28 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 28.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 28.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 28.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 28.4** The employer must consider any views given under clause 28.3(b).
- 28.5** Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Dispute resolution

- 29.1 Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 29.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 29.3 If the dispute is not resolved through discussion as mentioned in clause 29.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 29.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.
- 29.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 29.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 29.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 29.
- 29.8 While procedures are being followed under clause 29 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 29.9 Clause 29.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

30. Termination of employment

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

30.1 Notice of termination by an employee

- (a) Clause 30.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In clause 30.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 30.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 30.1(b), then no deduction can be made under clause 30.1(d).
- (f) Any deduction made under clause 30.1(d) must not be unreasonable in the circumstances.

30.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 30.2 is to be taken at times that are convenient to the employee after consultation with the employer.

31. Redundancy

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

31.1 Transfer to lower paid duties on redundancy

- (a) Clause 31.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 31.1(c).
- (c) If the employer acts as mentioned in clause 31.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

31.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 31 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

31.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 31.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 31.3(b).

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

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Schedule A—Classification Definitions

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

A.1.1 Process Employee Level 1

(a) Points of entry

New employee.

(b) Skills/duties

- (i)** Undertakes structured induction training.
- (ii)** Works under direct supervision, either individually or in a team environment.
- (iii)** Undertakes training in quality systems.
- (iv)** Exercises minimal discretion.
- (v)** Undertakes training for any task.

(c) Promotional criteria

An employee remains at this level for the first 3 months or until they are capable of effectively performing the tasks required so as to enable them to progress to a higher level as a position becomes available.

A.1.2 Process Employee Level 2

(a) Points of entry

- (i)** Previously a Process Employee Level 1; or
- (ii)** Proven and demonstrated skills at this level.

(b) Skills/duties

- (i)** Responsible for the quality of their work within this level.
- (ii)** Undertakes duties in a safe and responsible manner.
- (iii)** Exercises minimal judgment.

(c) Indicative tasks

- (i)** Loading and unloading the crate washer for finished product.
- (ii)** Locating and removing any residual feathers from carcasses on the line.
- (iii)** Rehanging poultry post-primary grading and/or including wet re-hanging or hanging on to automatic cut up, or operator scales, carton strapping, including minor adjustment and tape installation.
- (iv)** Maintaining plant hygiene, including laundering protective clothing in the factory environs.

- (v) Placing a pad on a tray, a plastic liner in a crate, or forming cartons manually or semi-automatically.
- (vi) Loading trays into an automatic wrapping machine and/or the hand application of stick-on labels on tray packs or bags.
- (vii) Moving product between work areas as directed/and or distributing ice throughout the plant where required.
- (viii) Receiving incoming goods and/or packaged products from the plant and/or sorting and stacking products inside a freezer or chiller room, and retrieving this product for despatch.
- (ix) Operating material handling equipment which may require a licence, conveyer or shrink wrap machine.

(d) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

A.1.3 Process Employee Level 3

(a) Points of entry

- (i) Previously a Process Employee Level 2 or lower; or
- (ii) Proven and demonstrated skills at this level.

(b) Skills/duties

- (i) Responsible for the quality of their own work within this level.
- (ii) Will be required to have a working knowledge of quality systems.
- (iii) Works in a team environment.

(c) Indicative tasks

- (i) Employees engaged in the product areas from where the kill and eviscerating lines meet to the point of entry into the first washer and/or chiller, including re-hanging, vent opening, eviscerating, harvesting, pre-pack presenter and evisceration checker.
- (ii) Placing a whole bird and/or pieces into a plastic bag and/or clipping and/or placing the bagged or bulk bird into a carton or crate to quality standards.
- (iii) Placing a bird and/or pieces into a plastic bag and/or clipping the bag on an automatic or semi-automatic machine.
- (iv) Sorting and selecting pieces of boneless product to achieve random/set weights on valumatic trays and presenting the product to quality specifications which includes no blemishes, no retention of viscera and no protrusions or overlap, and to a standard specification layout.

- (v) All duties relating to a nine piece cut up machine in order to consistently achieve quality standards.
- (vi) General work associated with the preparation, packing and storage of uncooked and cooked processed poultry products using steam and/or other means of heating.
- (vii) All mincing, filling, de-bone machine operation, flavour injector operation and mixer operation.

(d) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

A.1.4 Process Employee Level 4

(a) Points of entry

- (i) Previously a Process Employee Level 3 or lower; or
- (ii) Proven and demonstrated skills at this level.

(b) Skills/duties

- (i) Responsible for the quality of their own work within this level.
- (ii) Will be required to have a working knowledge of quality systems.
- (iii) Works in a team environment.

(c) Indicative tasks

- (i) Operating a weight labelling machine which automatically places a price-weight label, entering product and/or price coding and positioning labels to set quality standards.
- (ii) Manually recording the type and weight of finished product from the packing floor to storage.
- (iii) Unloading crates on to a dock, hanging live birds and/or catching escaped birds, assisting in the back up killing and restacking live bird crates.
- (iv) Ensuring the accurate recording of product leaving the chiller or freezer ready for loading into a truck for despatch.
- (v) Adult employees, driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completing records as required.
- (vi) Rendering or digestion operators.

(d) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

A.1.5 Process Employee Level 5

(a) Points of entry

- (i) Previously a Process Employee Level 4 or lower; or
- (ii) Proven and demonstrated skills (including as appropriate, Industry Certification) at this level.

(b) Skills/duties

- (i) Responsible for the quality of their own work within this level.
- (ii) Will be required to have a working knowledge of quality systems.
- (iii) Works in a team environment.

(c) Indicative tasks

- (i) De-boning poultry manually, on a semi-automatic machine or an on-line boning operation, to specified standards.
- (ii) Measuring and recording the physical properties of the whole bird or portions to established standards of measurement. This may include temperature, flock assessment, scalding characteristics, evisceration performance, water pick up where appropriate, bacteria control measures and preparation for laboratory staff and inspection services.
- (iii) Skilled use of a hand operated rotary saw to cut the whole bird and/or pieces to set standards.
- (iv) Primary grading of whole birds immediately after exiting the water and/or air chiller to predetermined quality specifications, sorting and selecting to meet those standards and placing the birds on shackles for distribution within the packing plant.
- (v) Primary operation and care of all appropriate materials handling equipment under licence.

(d) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

A.1.6 Process Employee Level 6

(a) Points of entry

- (i) Previously a Process Employee Level 5 or lower; or
- (ii) Proven and demonstrated skills at this level.

(b) Skills/duties

- (i) Capable of performing the duties of a Process Employee Levels 1 to 5.
- (ii) Completed an accredited 'Train the Trainer' course.

(c) Indicative tasks

- (i) All the duties of a Process Employee Levels 1 to 5.
- (ii) Training of other process employees as directed.

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Schedule B—Summary of Hourly Rates of Pay

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 17.2(b) this forms part of the employee’s ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with 15.1. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Full-time and part-time employees

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

	Ordinary hours	Saturday ¹	Sunday ¹	Public holiday
	% of ordinary hourly rate ²			
	100%	150%	175%	250%
	\$	\$	\$	\$
Level 1	20.15	30.23	35.26	50.38
Level 2	20.72	31.08	36.26	51.80
Level 3	21.00	31.50	36.75	52.50
Level 4	21.29	31.94	37.26	53.23
Level 5	21.57	32.36	37.75	53.93
Level 6	22.14	33.21	38.75	55.35

¹ Ordinary hours may be worked on Saturday and Sunday, by agreement, in accordance with clause 13.2.

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

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

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	30.23	40.30	40.30	50.38
Level 2	31.08	41.44	41.44	51.80
Level 3	31.50	42.00	42.00	52.50
Level 4	31.94	42.58	42.58	53.23
Level 5	32.36	43.14	43.14	53.93
Level 6	33.21	44.28	44.28	55.35

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

B.2.3 Shiftworkers—ordinary and penalty rates

	Early morning	Afternoon & night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹					
	110%	115%	125%	150%	175%	250%
	\$	\$	\$	\$	\$	\$
Level 1	22.17	23.17	25.19	30.23	35.26	50.38
Level 2	22.79	23.83	25.90	31.08	36.26	51.80
Level 3	23.10	24.15	26.25	31.50	36.75	52.50
Level 4	23.42	24.48	26.61	31.94	37.26	53.23
Level 5	23.73	24.81	26.96	32.36	37.75	53.93
Level 6	24.35	25.46	27.68	33.21	38.75	55.35

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

B.2.4 Shiftworkers—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	30.23	40.30	40.30	50.38
Level 2	31.08	41.44	41.44	51.80
Level 3	31.50	42.00	42.00	52.50
Level 4	31.94	42.58	42.58	53.23
Level 5	32.36	43.14	43.14	53.93
Level 6	33.21	44.28	44.28	55.35

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

B.3 Casual employees

B.3.1 Casual employees—ordinary and penalty rates

	Monday - Friday	Saturday	Sundays	Public holiday
	% of ordinary hourly rate ¹			
	125%	150%	175%	250%
	\$	\$	\$	\$
Level 1	25.19	30.23	35.26	50.38
Level 2	25.90	31.08	36.26	51.80
Level 3	26.25	31.50	36.75	52.50
Level 4	26.61	31.94	37.26	53.23
Level 5	26.96	32.36	37.75	53.93
Level 6	27.68	33.21	38.75	55.35

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

B.3.2 Casual shiftworkers—ordinary and penalty rates

	Early morning	Afternoon & night	Permanent night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹					
	135%	140%	150%	150%	175%	250%
	\$	\$	\$	\$	\$	\$
Level 1	27.20	28.21	30.23	30.23	35.26	50.38
Level 2	27.97	29.01	31.08	31.08	36.26	51.80
Level 3	28.35	29.40	31.50	31.50	36.75	52.50
Level 4	28.74	29.81	31.94	31.94	37.26	53.23
Level 5	29.12	30.20	32.36	32.36	37.75	53.93
Level 6	29.89	31.00	33.21	33.21	38.75	55.35

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

Schedule C—Summary of Monetary Allowances

See clause 17—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The following wage-related allowances are based on the weekly [standard rate](#) defined in clause 2—Definitions as the minimum hourly wage rate for Level 2 in clause 15—Minimum rates = **\$20.72**. These rates are paid in accordance with clause s17.2.

Allowance	Clause	% of standard rate	\$	Payable
Leading hand in charge of ¹ —1 to 19 employees	17.2(b)(i)	152.0	31.49	per week
Leading hand in charge of ¹ —20 employees or more	17.2(b)(i)	254.0	52.63	per week
Cold work allowance—From -15.6°C to -18.0°C	17.2(c)	3.7	0.77	per hour or part thereof
Cold work allowance— -18.0°C to -23.3°C	17.2(c)	6.5	1.35	per hour or part thereof
Cold work allowance—Less than -23.3°C	17.2(c)	10.2	2.11	per hour or part thereof
First aid allowance	17.2(d)	83.2	17.24	per week

¹ This allowance applies for all purposes.

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	Payable
Meal allowance—overtime	17.3(a)	14.70	per meal
Vehicle allowance	17.3(b)	0.78	per km

C.2.2 Adjustment of expense-related allowances

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

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

Type of allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

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Schedule D—Supported Wage System

- D.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.
- D.2** In this schedule:
- approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (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
- D.3 Eligibility criteria**
- D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- D.4 Supported wage rates**
- D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

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

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

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

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Part-day Public Holidays

- H.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- H.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
 - (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.
- H.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).
- H.4** This schedule is not intended to detract from or supplement the [NES](#).