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**EXPOSURE DRAFT****Food, Beverage and Tobacco Manufacturing Award 2016**

Please note some structural changes in the Food manufacturing exposure draft are based on changes made to equivalent clauses in the *Manufacturing and Associated Industries and Occupations Award 2010* following extensive consultation in [AM2014/75](#).

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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b></p> <p>This award is the <i>Food, Beverage and Tobacco Manufacturing Award 2010</i>.</p>	<p><b>Part 1—Application and Operation of this Award</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This award is the <i>Food, Beverage and Tobacco Manufacturing Award 2016</i>.</p>
<p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p><b>2.3</b> This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul>	<p><i>References to transitional arrangements removed – obsolete</i></p> <p><b>1.2</b> This modern award, as varied, commenced operation on 1 January 2010.</p>

<p><b>2.4</b> 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.</p>	<p><b>1.3</b> 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.</p>
<p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</li> <li>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</li> </ul>	<p><i>References to transitional arrangements removed – obsolete</i></p>

<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth).</p> <p><b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into a training agreement for an apprenticeship.</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>default fund employee</b> means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>Division 2B State award</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>Division 2B State employment agreement</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>enterprise award-based instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p>	<p><i>Definitions relating to transitional instruments removed – obsolete</i></p> <p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>adult apprentice</b> means a person of 21 years of age or over at the time of entering into a training agreement for an apprenticeship</p> <p><b>all purposes</b> means the payment will be included in the rate of pay of an employee who is entitled to the allowance or loading, when calculating any penalties or loadings or payment while they are on annual leave (see clause 20.1(a))</p> <p><b>applicable rate of pay</b> means the ordinary hourly rate plus penalties and relevant loadings</p> <p><b>casual ordinary hourly rate</b> means the hourly rate for a casual employee for the employee's classification specified in clause 14.1, inclusive of the casual loading which is payable for all purposes. Where an employee is entitled to an additional all purpose allowance, this allowance forms part of that employee's casual ordinary hourly rate.</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p>
<p><b>food, beverage and tobacco manufacturing</b> means the preparing, cooking, baking, blending, brewing, fermenting, preserving, filleting, gutting, freezing, refrigerating, decorating, washing, grading, processing, distilling, manufacturing and milling of food, beverage and tobacco products, including stock feed and pet food, and ancillary activities such as:</p>	<p><b>4.2 Food, beverage and tobacco manufacturing</b> means the preparing, cooking, baking, blending, brewing, fermenting, preserving, filleting, gutting, freezing, refrigerating, decorating, washing, grading, processing, distilling, manufacturing and milling of food, beverage and tobacco products, including stock feed and pet food, and ancillary activities such as:</p>

<p>(a) the receipt, storing and handling of ingredients and raw materials to make food, beverage and tobacco products, including stock feed and pet food;</p> <p>(b) the bottling, canning, packaging, labelling, palletising, storing, preparing for sale, packing and despatching of food, beverage and tobacco products, including stock feed and pet food; and</p> <p>(c) the cleaning and sanitising of tools, equipment and machinery used to produce food, beverage and tobacco products, including stock feed and pet food.</p>	<p>(a) the receipt, storing and handling of ingredients and raw materials to make food, beverage and tobacco products, including stock feed and pet food;</p> <p>(b) the bottling, canning, packaging, labelling, palletising, storing, preparing for sale, packing and despatching of food, beverage and tobacco products, including stock feed and pet food; and</p> <p>(c) the cleaning and sanitising of tools, equipment and machinery used to produce food, beverage and tobacco products, including stock feed and pet food.</p>
<p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth).</p> <p><b>on-hire</b> 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.</p> <p><b>standard rate</b> means the minimum hourly wage prescribed for the Level 5 classification in clause 20.1(a).</p> <p><b>transitional minimum wage instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p>	<p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>NES</b> means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>on-hire</b> 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</p> <p><b>ordinary hourly rate</b> means the minimum hourly rate for an employee's classification plus any all purpose allowance to which an employee is entitled</p> <p><b>standard rate</b> means the minimum hourly wage prescribed for the Level 5 classification in clause 14.1(a)</p>
<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the <b>food, beverage and tobacco manufacturing industry</b> and their employees in the classifications in this award to the exclusion of any other modern award.</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This industry award covers employers throughout Australia in the <b>food, beverage and tobacco manufacturing industry</b> and their employees in the classifications in this award to the exclusion of any other modern award.</p>
<p><b>4.2</b> This award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.3</b> This award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the</p>	<p><b>4.6</b> This award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work</i></p>

<p><i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees.</p> <p><b>4.4</b> The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees.</p>	<p><i>(Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees; or</p> <p>(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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees.</p>
<p><b>4.5</b> This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 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.</p> <p><b>4.6</b> This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p>	<p><b>4.4</b> 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.</p> <p><b>4.5</b> This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p>
<p><b>4.7</b> This award does not cover employers or employees covered by:</p> <ul style="list-style-type: none"> <li>(a) the <i>Clerks—Private Sector Award 2010</i>;</li> <li>(b) the <i>Fast Food Industry Award 2010</i>;</li> <li>(c) the <i>General Retail Industry Award 2010</i>;</li> <li>(d) the <i>Horticulture Award 2010</i>;</li> <li>(e) the <i>Hospitality Industry (General) Award 2010</i>;</li> <li>(f) the <i>Manufacturing and Associated Industries and Occupations Award 2010</i>;</li> <li>(g) the <i>Meat Industry Award 2010</i>;</li> <li>(h) the <i>Poultry Processing Award 2010</i>;</li> <li>(i) the <i>Seafood Processing Award 2010</i>; or</li> <li>(j) the <i>Wine Industry Award 2010</i>.</li> </ul>	<p><b>4.3</b> This award does not cover employers or employees covered by:</p> <ul style="list-style-type: none"> <li>(a) the <i>Clerks—Private Sector Award 2016</i>;</li> <li>(b) the <i>Fast Food Industry Award 2016</i>;</li> <li>(c) the <i>General Retail Industry Award 2016</i>;</li> <li>(d) the <i>Horticulture Award 2016</i>;</li> <li>(e) the <i>Hospitality Industry (General) Award 2016</i>;</li> <li>(f) the <i>Manufacturing and Associated Industries and Occupations Award 2016</i>;</li> <li>(g) the <i>Meat Industry Award 2016</i>;</li> <li>(h) the <i>Poultry Processing Award 2016</i>;</li> <li>(i) the <i>Seafood Processing Award 2016</i>; or</li> <li>(j) the <i>Wine Industry Award 2016</i>.</li> </ul>
<p><b>4.8</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most</p>	<p><b>4.7</b> 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</p>

<p>appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>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.</p>	<p>the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>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.</p>
<p><b>5. Access to the award and the National Employment Standards</b></p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p>	<p><b>3.3</b> 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.</p>
<p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>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.</p>
<p><b>7. Award flexibility</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>6. Award flexibility</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Facilitative provisions</b></p> <p><b>8.1 Agreement to vary award provisions</b></p> <p>(a) This award also contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 8.2, 8.3 and 8.4.</p> <p>(b) The specific award provisions establish both the standard award condition and the framework within which agreement can be</p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1 Agreement to vary award provisions</b></p> <p>(a) This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or a section or sections of it. The facilitative provisions are identified in clauses 7.2, 7.3 and 7.4.</p> <p>(b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice.</p>



reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

### 8.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised by agreement between an employer and an individual employee:

Clause number	Provision
12.2	Minimum engagement for part-time employees
12.4	Variation to hours of part-time employment
13.2	Minimum engagement for casuals
30.7	Make-up time
32.5	Meal break
33.12	Time off instead of payment for overtime
33.3	Rest period after overtime
33.9	Rest break

- (b) The agreement reached must be kept by the employer as a time and wages record.

### 7.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised by agreement between an employer and an individual employee:

Clause number	Provision
9.2	Minimum engagement for part-time employees
10.4	Minimum engagement for casuals
12.7	Make up time
22.9	Rest break
22.10(d)	Rest period after overtime
22.7	Time off instead of payment for overtime
24.10	Agreement to take annual leave in advance
24.13	Agreement to cash out annual leave

- (b) The agreement reached must be kept by the employer as a time and wages record.

### 8.3 Facilitation by majority or individual agreement

- (a) The following facilitative provisions can be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it, or the employer and an individual employee:

Clause number	Provision
13.4(j)	Period for casual election to convert
28.1(b)	Payment of wages
30.2(b)	Ordinary hours of work for day workers on weekends
30.2(c)	Variation to the spread of hours for day workers

### 7.3 Facilitation by majority or individual agreement

- (a) The following facilitative provisions can be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it, or the employer and an individual employee:

Clause number	Provision
10.6(f)	Period for casual election to convert
12.2(c)	Ordinary hours of work for day workers on weekends
12.2(d)	Variation to the spread of hours for day workers

30.5(a)	Methods of arranging ordinary working hours
31.2	Variation to the spread of hours for shiftworkers
32.1(b)	Working in excess of five hours without a meal break
37.2	Substitution of public holidays

(b) Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 8.3(a), the employer must not implement that agreement unless:

- (i) agreement is also reached between the employer and each individual employee to be covered by the facilitative provision; and
- (ii) the agreement reached is kept by the employer as a time and wages record.

(c) Where no agreement has been sought by the employer with the majority of employees in accordance with clause 8.3(b), the employer may reach agreement with individual employees in the workplace or a section or sections of it and such agreement binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of it.

12.5	Methods of arranging ordinary working hours
13.1(b)	Working in excess of five hours without a meal break
19.1(b)	Payment of wages
23.2	Variation to the spread of hours for shiftworkers
27.4	Substitution of public holidays

(b) Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 7.3(a), the employer must not implement that agreement unless:

- (i) agreement is also reached between the employer and each individual employee to be covered by the facilitative provision; and
- (ii) the agreement reached is kept by the employer as a time and wages record.

(c) Where no agreement has been sought by the employer with the majority of employees in accordance with clause 7.3(b), the employer may reach agreement with individual employees in the workplace or a section or sections of it and such agreement binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of it.

**8.4 Facilitation by majority agreement**

(a) The following facilitative provisions may only be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it:

Clause number	Provision
30.3(c)	Ordinary hours of work, continuous shiftworkers
30.4(b)	Ordinary hours of work, non-continuous shiftworkers
30.5(c)	12 hour days or shifts

**7.4 Facilitation by majority agreement**

(a) The following facilitative provisions may only be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it:

Clause number	Provision
12.3(d)	Ordinary hours of work, continuous shiftworkers
12.4(c)	Ordinary hours of work, non-continuous shiftworkers
12.5(c)	12 hour days or shifts

31.5(d)	Public holiday shifts
34.2	Conversion of annual leave to hourly entitlement
34.11(g)	Annual close down

(b) Where agreement is reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 8.4(a), that agreement binds all such employees provided the agreement reached is kept by the employer as a time and wages record.

23.5(e)	Public holiday shifts
24.2	Conversion of annual leave to hourly entitlement
24.11(g)	Annual close down

(b) Where agreement is reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 7.4(a), that agreement binds all such employees provided the agreement reached is kept by the employer as a time and wages record.

(c) **Additional safeguard**

(i) An additional safeguard applies to:

Clause number	Provision
28	Payment of wages
30.3(c)	Ordinary hours of work, continuous shiftworkers
30.4(b)	Ordinary hours of work, non-continuous shiftworkers

(ii) The additional safeguard requires that the unions which have members employed at an enterprise covered by this award must be informed by the employer of the intention to use the facilitative provision and be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

(c) **Additional safeguard**

(i) An additional safeguard applies to:

Clause number	Provision
12.3(c)	Ordinary hours of work, continuous shiftworkers
12.4(b)	Ordinary hours of work, non-continuous shiftworkers
19.1(b)	Payment of wages

(ii) The additional safeguard requires that the unions which have members employed at an enterprise covered by this award must be informed by the employer of the intention to use the facilitative provision and be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

**8.5 Majority vote at the initiation of the employer**

A vote of employees in the workplace or a section or sections of it which is taken in accordance with clauses 8.3(a) and 8.4 to determine if there is majority employee support for the implementation of a facilitative provision, is of no effect unless taken with the agreement of the employer.

**7.5 Majority vote at the initiation of the employer**

A vote of employees in the workplace or a section or sections of it, which is taken in accordance with clauses 7.3 and 7.4 to determine if there is majority employee support for the implementation of a facilitative provision, is of no effect unless taken with the agreement of the employer.

<p><b>9. Consultation</b></p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>29. Consultation about major workplace change</b></p> <p><b>30. Consultation about changes to rosters or hours of work</b></p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p><b>10. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>31. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>11. Full-time employment</b></p> <p>Any employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in this award.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Full-time employment</b></p> <p>Any employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified.</p>
<p><b>12. Part-time employment</b></p> <p><b>12.1</b> An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.</p> <p><b>12.2</b> A part-time employee must be engaged for a minimum of three consecutive hours a shift. In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of three hours.</p>	<p><b>9. Part-time employment</b></p> <p><b>9.1</b> An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.</p> <p><b>9.2</b> A part-time employee must be engaged for a minimum of three consecutive hours a shift. In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of three hours.</p>
<p><b>12.3</b> Before commencing part-time employment, the employee and employer must agree in writing:</p> <p>(a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and</p> <p>(b) on the classification applying to the work to be performed in accordance with Schedule B—Classification Structure and Definitions.</p>	<p><b>9.3</b> Before starting part-time employment, the employee and employer must agree in writing on:</p> <p>(a) the hours to be worked by the employee;</p> <p>(b) the days on which they will be worked;</p> <p>(c) the starting and finishing times for the work; and</p> <p>(d) the classification applying to the work to be performed in accordance with Schedule A—Classification Structure and Definitions.</p>

<p><b>12.4</b> The terms of the agreement in clause 12.3 may be varied by consent in writing.</p> <p><b>12.5</b> The agreement under clause 12.3 or any variation to it under clause 12.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.</p> <p><b>12.6</b> Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 12.3 and 12.4.</p> <p><b>12.7</b> The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.</p> <p><b>12.8</b> A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 12.3 and 12.4 must be paid overtime in accordance with clause 33—Overtime.</p> <p><b>12.9</b> Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 30.2(f), 31.5 and 33.8.</p>	<p><b>9.4</b> The terms of the agreement in clause 9.3 may be varied by consent in writing.</p> <p><b>9.5</b> The agreement under clause 9.3 or any variation to it under clause 9.4 must be retained by the employer. A copy of the agreement and any variation to it must be provided to the employee by the employer.</p> <p><b>9.6</b> Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 9.3 and 9.4.</p> <p><b>9.7</b> The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.</p> <p><b>9.8</b> A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 9.3 and 9.4 must be paid overtime in accordance with clause 22—Overtime.</p> <p><b>9.9</b> Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, the employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 12.2(g), 20.2(f)(iv) and 22.6.</p>
<p><b>13. Casual employment</b></p> <p><b>13.1</b> A casual employee is one engaged and paid as such. A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 20.1(a) for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate.</p>	<p><b>10. Casual employment</b></p> <p><b>10.1</b> A casual employee is one engaged and paid as a casual employee.</p> <p><b>10.2</b> A casual employee working ordinary time must be paid:</p> <p>(a) the ordinary hourly rate prescribed in clause 14 for the work being performed; plus</p> <p>(b) a casual loading of 25% of the ordinary hourly rate.</p> <p><b>10.3</b> The loading constitutes part of the casual employee's all purpose rate.</p>
<p><b>13.2</b> On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours' work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum of four hours.</p>	<p><b>10.4</b> On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours' work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum of four hours.</p>

<p><b>13.3</b> An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level and rate of pay and the likely number of hours required.</p>	<p><b>10.5</b> When engaging a casual employee, the employer must inform the employee:</p> <ul style="list-style-type: none"> <li>(a) that the employee is employed as a casual;</li> <li>(b) of the name of the employer;</li> <li>(c) of their classification level and rate of pay; and</li> <li>(d) of the likely number of hours they will be required to perform.</li> </ul>
<p><b>13.4 Casual conversion to full-time or part-time employment</b></p> <ul style="list-style-type: none"> <li>(a) A casual employee, other than an <b>irregular casual employee</b>, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.</li> <li>(b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 13.4 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 13.4 if the employer fails to comply with clause 13.4(b).</li> <li>(c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.</li> <li>(d) Any casual employee who has a right to elect under clause 13.4(a), on receiving notice under clause 13.4(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.</li> <li>(e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.</li> <li>(f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in</li> </ul>	<p><b>10.6 Casual conversion to full-time or part-time employment</b></p> <ul style="list-style-type: none"> <li>(a) <b>Eligible casual employee</b> An eligible casual employee is a casual employee: <ul style="list-style-type: none"> <li>(i) who works on a regular and systematic basis;</li> <li>(ii) who is employed for a sequence of periods of six months; and</li> <li>(iii) whose employment is to continue beyond the period of six months.</li> </ul> </li> <li>(b) An eligible casual employee has the right, after six months, to elect to have their contract of employment converted to full-time or part-time employment.</li> <li>(c) <b>Notice and election of casual conversion</b> <ul style="list-style-type: none"> <li>(i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 10.6 within four weeks of the employee having become an eligible employee.</li> <li>(ii) The employee retains their right of election under clause 10.6 if the employer fails to comply with clause 10.6(c)(i).</li> <li>(iii) An eligible casual employee may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment either: <ul style="list-style-type: none"> <li>• upon receiving notice under clause 10.6(c)(i); or</li> <li>• after the expiry of the time for giving notice.</li> </ul> </li> <li>(iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment within four weeks of receiving written notice is deemed to have elected against any conversion.</li> </ul> </li> </ul>

accordance with clause 13.4(d), the employer and employee must, subject to clause 13.4(d), discuss and agree on:

- (i) which form of employment the employee will convert to, being full-time or part-time; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12—Part-time employment.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (i) Where, in accordance with clause 13.4(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 13.4(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 13.4(a).
- (k) For the purposes of clause 13.4, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

**(d) Full-time or part-time conversion**

- (i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment on the basis of the same number of hours and times of work as previously worked.
- (ii) An eligible casual employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment on the basis of the same number of hours and times of work as previously worked.
- (iii) However, the employer and the employee may agree on an alternative arrangement.
- (iv) If an eligible casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 10.6(c)(iii), the employer and employee must, subject to clause 7—Facilitative provisions for flexible working practices, discuss and agree on:
  - which form of employment the employee will convert to, being full-time or part-time; and
  - if the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 9.3.
- (v) Following agreement being reached the employee converts to full-time or part-time employment.

**(e) Employer consent or refusal to casual conversion**

- (i) The employer must consent or refuse the election within four weeks of receiving notice of the eligible casual employee's election. The employer must not unreasonably refuse consent to the election.
- (ii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (iii) After an employee has converted to a full-time or part-time employee, they may only revert to casual employment by written agreement with the employer.

	<p><b>(f) Variation of the casual conversion six-month eligibility period</b></p> <p><b>(i)</b> Clause 10.6(a) may be varied as if the reference to six months is a reference to 12 months by agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned.</p> <p><b>(ii)</b> An agreement to vary the six-month period with an individual employee must be reached within the two months before the period of six months referred to in clause 10.6(a).</p> <p><b>(iii)</b> The employer may only make an agreement with an individual employee or group of employees who are currently engaged.</p> <p><b>(iv)</b> Any agreement reached must be kept by the employer as a time and wages record.</p>
<p><b>13.5</b> An employee must not be engaged and re-engaged to avoid any obligation under this award.</p>	<p><b>10.7</b> An employee must not be engaged and re-engaged to avoid any obligation under this award.</p>
<p><b>14. Apprentices</b></p> <p><b>14.1</b> The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.</p> <p><b>14.2</b> The probationary period of an apprentice must not exceed three months.</p>	<p><b>11. Apprentices</b></p> <p><b>11.1</b> The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated.</p>
<p><b>14.3</b> Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause 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.</p>	<p><b>11.2</b> Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training. Clause 11.2 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.</p>
<p><b>14.4</b> For the purposes of clause 14.3, 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</p>	<p><b>11.3</b> For the purposes of clause 11.2, 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</p>



<p>travelling time or expenses incurred while not travelling to and from block release training.</p> <p><b>14.5</b> The amount payable by an employer under clause 14.3 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p>	<p>travelling time or expenses incurred while not travelling to and from block release training.</p> <p><b>11.4</b> The amount payable by an employer under clause 11.2 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p>
<p><b>14.6</b> All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six 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.</p> <p><b>14.7</b> An employer may meet its obligations under clause 14.6 by paying any fees and/or cost of textbooks directly to the RTO.</p>	<p><b>11.5</b> 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 starting the apprenticeship or the relevant stage of the apprenticeship, or within three months of starting the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p><b>11.6</b> An employer may meet its obligations under clause 11.5 by paying any fees and/or cost of textbooks directly to the RTO.</p>
<p><b>14.8</b> 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.</p>	<p><b>11.7</b> 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.</p>
<p><b>14.9</b> 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 C—School-Based Apprentices.</p>	<p><b>11.8</b> 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.</p>
<p><b>14.10</b> 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.</p>	<p><b>11.9</b> 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.</p>
<p><b>15. School-based apprentices</b> See Schedule C—School-Based Apprentices.</p>	<p><b>11.10 School-based apprentices</b> See Schedule D—School-based Apprentices</p>

<p><b>16. Trainees</b> The terms of this award apply to trainees covered by the national training wage provisions in Schedule D—National Training Wage, except where otherwise stated in this award.</p>	<p><b>17. Trainee minimum wages</b> For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>
<p><b>17. Unapprenticed juniors</b> The terms of this award apply to unapprenticed juniors except where otherwise stated in this award.</p>	<p><i>See clause 14.2 of ED – the wording of clause 17 not used in the ED</i></p>
<p><b>18. Termination of employment</b> <b>18.2 Notice of termination by an employee</b> <b>18.3 Job search entitlement</b> <i>Clause 18.3 now clause 36 of ED - combined with clause 19.4</i></p>	<p><i>Provisions moved to new Part 7</i> <b>Part 8—Termination of Employment and Redundancy</b> <b>32. Termination of employment</b> <i>Provision not reproduced - no change – except clause 18.3 now clause 36</i></p>
<p><b>19. Redundancy</b> <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i> <b>19.2 Transfer to lower paid duties</b> <b>19.3 Employee leaving during notice period</b> <b>19.4 Job search entitlement</b></p>	<p><b>33. Redundancy</b> <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i> <b>34. Transfer to lower paid job on redundancy</b> <b>35. Employee leaving during redundancy notice period</b> <b>36. Job search entitlement</b> <i>Clause 36 is a combination of clauses 18.3 and 19.4 of current award</i></p>
<p><b>19.5 Transitional provisions – NAPSA employees</b> <b>19.5 Transitional provisions – Division 2B State employees</b></p>	<p><i>Transitional provisions removed - obsolete</i></p>
<p><b>Part 4—Minimum Wages and Related Matters</b> <b>20. Classifications and adult minimum wages</b> <b>20.1 Adult employee minimum wages</b> (a) The classifications and minimum wages for an adult employee, other than one specified in clause 20.1(c), are set out in the following table:</p>	<p><b>Part 4—Wages and Allowances</b> <b>14. Minimum wages and classifications</b> <b>14.1 Adult employee minimum wages</b> (a) An employer must pay adult employees (other than one specified in clause 14.1(c)) the following minimum wages for ordinary hours worked by the employee.</p>

	Classification level	Minimum weekly wage	Minimum hourly wage		Classification level	Minimum weekly rate \$	Minimum hourly rate \$
		\$	\$		Level 1	672.70	17.70
	Level 1	672.70	17.70		Level 2	692.10	18.21
	Level 2	692.10	18.21		Level 3	718.60	18.91
	Level 3	718.60	18.91		Level 4	743.30	19.56
	Level 4	743.30	19.56		Level 5	783.30	20.61
	Level 5	783.30	20.61		Level 6	807.70	21.26
	Level 6	807.70	21.26				
<p>(b) For the purposes of clause 20.1(a), any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.</p> <p>(c) The following adult employees are not entitled to the minimum wages set out in the table in clause 20.1(a):</p> <ul style="list-style-type: none"> <li>(i) an adult apprentice (see clause 22—Adult apprentice minimum wages);</li> <li>(ii) a trainee (see clause 23—Trainee minimum wages); and</li> <li>(iii) an employee receiving a supported wage (see Schedule E—Supported Wage System).</li> </ul> <p>(d) The definitions of the classifications referred to in clause 20.1(a) are set out in Schedule B—Classification Structure and Definitions.</p>	<p>(b) For the purposes of clause 14.1(a), any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.</p> <p>(c) The following adult employees are not entitled to the minimum wages in clause 14.1(a):</p> <ul style="list-style-type: none"> <li>(i) an adult apprentice (see clause 16—Adult apprentice minimum wages);</li> <li>(ii) a trainee (see clause Schedule E—National Training Wage); and</li> <li>(iii) an employee receiving a supported wage (see Schedule F—Supported Wage System).</li> </ul> <p>(d) The definitions of the classifications referred to in clause 14.1(a) are set out in Schedule A—Classification Structure and Definitions.</p>						
<p><b>20.2 Higher duties</b></p> <p>An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift. If engaged for two hours or less during one day or shift, they must be paid the higher minimum wage for the time so worked.</p>	<p><b>14.3 Higher duties</b></p> <p>(a) An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for the day or shift.</p> <p>(b) If an employee is engaged on duties carrying a higher minimum wage for two hours or less during one day or shift, they must be paid the higher minimum wage for the time worked at the higher level.</p>						

**21. Apprentice minimum wages**

**21.1** Except as provided for in clause 22—Adult apprentice minimum wages, the minimum wages for an apprentice who commenced before 1 January 2014 are set out in the following table:

**Relevant attribute of the person at the time of entering into a training agreement as an apprentice**

Stage of apprenticeship	Column 1		Column 2		Column 3		Column 4	
	Completed Year 10 or less		Completed Year 11		Completed Year 12		Adult (i.e. 21 years of age or over)	
	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage
	\$	\$	\$	\$	\$	\$	\$	\$
Stage 1	328.99	8.66	375.98	9.89	396.50	10.43	595.31	15.67
Stage 2	430.82	11.34	430.82	11.34	461.40	12.14	672.70	17.70
Stage 3	587.48	15.46	587.48	15.46	587.48	15.46	692.10	18.21
Stage 4	689.30	18.14	689.30	18.14	718.60	18.91	718.60	18.91

**21.2** The minimum wages in the table in clause 21.1 are established on the following basis:

Stage of apprenticeship	Column 1	Column 2	Column 3	Column 4
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**15. Apprentice minimum wages**

**15.1** The minimum wages for an apprentice who started their apprenticeship before 1 January 2014 except as provided for in clause 16—Adult apprentice minimum wages are set out in the following table:

**Relevant attribute of the person at the time of entering into a training agreement as an apprentice**

Stage of apprenticeship	Column 1		Column 2		Column 3		Column 4	
	Completed Year 10 or less		Completed Year 11		Completed Year 12		Adult (21 years or over)	
	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage
	\$	\$	\$	\$	\$	\$	\$	\$
Stage 1	328.99	8.66	375.98	9.89	396.50	10.43	595.31	15.66
Stage 2	430.82	11.34	430.82	11.34	461.40	12.14	672.70	17.70
Stage 3	587.48	15.46	587.48	15.46	587.48	15.46	692.10	18.21
Stage 4	689.30	18.14	689.30	18.14	718.60	18.91	718.60	18.91

**15.2** The minimum wages in the table in clause 15.1 are established on the following basis:

Relevant attribute of the person at the time of entering into a training agreement as an apprentice				
Stage of	Column 1	Column 2	Column 3	Column 4

	Completed Year 10 or less	Completed Year 11	Completed Year 12	Adult (i.e. 21 years of age or over)	apprenticeship	Completed Year 10 or less	Completed Year 11	Completed Year 12	Adult (21 years or over)
Stage 1	42% of the Level 5 rate	48% of the Level 5 rate	The relevant rate applicable to a trainee commencing after year 12 under National Training Wage Skill Level A.	76% of the Level 5 rate	Stage 1	42% of the Level 5 rate	48% of the Level 5 rate	The relevant rate applicable to a trainee commencing after year 12 under National Training Wage Skill Level A.	76% of the Level 5 rate
Stage 2	55% of the Level 5 rate	55% of the Level 5 rate	The relevant rate applicable to a trainee commencing at year 12 plus one year under National Training Wage Skill Level A.	Level 1 rate	Stage 2	55% of the Level 5 rate	55% of the Level 5 rate	The relevant rate applicable to a trainee commencing at year 12 plus one year under National Training Wage Skill Level A.	Level 1 rate
Stage 3	75% of the Level 5 rate	75% of the Level 5 rate	75% of the Level 5 rate	Level 2 rate	Stage 3	75% of the Level 5 rate	75% of the Level 5 rate	75% of the Level 5 rate	Level 2 rate
Stage 4	88% of the Level 5 rate	88% of the Level 5 rate	Level 3 rate	Level 3 rate	Stage 4	88% of the Level 5 rate	88% of the Level 5 rate	Level 3 rate	Level 3 rate
<b>21.3</b>	Except as provided for in clause 22—Adult apprentice minimum wages, the minimum wages for an apprentice who commenced their apprenticeship on or after 1 January 2014 are set out in the following table.  <b>Relevant attribute of the person at the time of entering into a training agreement as an apprentice</b>				<b>15.3</b>	The minimum wages for an apprentice who started their apprenticeship on or after 1 January 2014 except as provided for in clause 16—Adult apprentice minimum wages are set out in the following table:  <b>Relevant attribute of the person at the time of entering into a training agreement as an apprentice</b>			

Stage of apprenticeship	Has not completed Year 12			Has completed Year 12			Adult apprentice aged 21+		
	% of Level 5	Min weekly wage \$	Min hourly wage \$	% of Level 5	Min weekly wage \$	Min hourly wage \$	Min weekly wage \$	Min hourly wage \$	
Stage 1	50	391.65	10.31	55	430.82	11.34	80% of Level 5	626.64	16.49
Stage 2	60	469.98	12.37	65	509.15	13.40	Level 1 rate	672.70	17.70
Stage 3	75	587.48	15.46	75	587.48	15.46	Level 2 rate	692.10	18.21
Stage 4	88	689.30	18.14	88	689.30	18.14	Level 3 rate	718.60	18.91

Stage of apprenticeship	Has not completed Year 12			Has completed Year 12			Adult apprentice aged 21+		
	% of Level 5	Min weekly wage \$	Min hourly wage \$	% of Level 5	Min weekly wage \$	Min hourly wage \$	Wage rate	Min weekly wage \$	Min hourly wage \$
Stage 1	50	391.65	10.31	55	430.82	11.34	80% of Level 5	626.64	16.49
Stage 2	60	469.98	12.37	65	509.15	13.40	Level 1 rate	672.70	17.70
Stage 3	75	587.48	15.46	75	587.48	15.46	Level 2 rate	692.10	18.21
Stage 4	88	689.30	18.14	88	689.30	18.14	Level 3 rate	718.60	18.91

**21.4** An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was appointed must be paid not less than the adult minimum wage prescribed for the classification.

**15.4** An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was appointed must be paid not less than the adult minimum wage prescribed for the classification.

<p><b>22. Adult apprentice minimum wages</b></p> <p><b>22.1</b> 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. 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 20.1(a) in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p> <p><b>22.2</b> Subject to clause 22.1, the minimum wages for an adult apprentice are set out in clause 21.</p>	<p><b>16. Adult apprentice minimum wages</b></p> <p><b>16.1</b> 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. 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(a) in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p> <p><b>16.2</b> Subject to clause 16.1, the minimum wages for an adult apprentice are set out in clause 15.</p>																				
<p><b>23. Trainee minimum wages</b></p> <p>The minimum wages for a trainee covered by the national training wage provisions are set out in Schedule D—National Training Wage.</p>	<p><b>17. Trainee minimum wages</b></p> <p>For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>																				
<p><b>24. Unapprenticed junior minimum wages</b></p> <p>The minimum wages for an unapprenticed junior are:</p> <table border="1" data-bbox="190 836 1050 1145"> <thead> <tr> <th>Age</th> <th>% of Level 2</th> </tr> </thead> <tbody> <tr> <td>Under 16 years of age</td> <td>60</td> </tr> <tr> <td>At 16 years of age</td> <td>70</td> </tr> <tr> <td>At 17 years of age</td> <td>80</td> </tr> <tr> <td>At 18 years of age</td> <td>90</td> </tr> </tbody> </table>	Age	% of Level 2	Under 16 years of age	60	At 16 years of age	70	At 17 years of age	80	At 18 years of age	90	<p><b>14.2 Unapprenticed junior minimum wages</b></p> <p>The minimum wages for an unapprenticed junior are:</p> <table border="1" data-bbox="1234 847 2121 1106"> <thead> <tr> <th>Age</th> <th>% of Level 2</th> </tr> </thead> <tbody> <tr> <td>Under 16 years</td> <td>60</td> </tr> <tr> <td>At 16 years</td> <td>70</td> </tr> <tr> <td>At 17 years</td> <td>80</td> </tr> <tr> <td>At 18 years</td> <td>90</td> </tr> </tbody> </table>	Age	% of Level 2	Under 16 years	60	At 16 years	70	At 17 years	80	At 18 years	90
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<p><b>25. Supported wage system</b></p> <p>See Schedule E—Supported Wage System.</p>	<p><b>18. Supported wage system</b></p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule F—Supported Wage System.</p>																				
<p><b>26. Allowances and special rates</b></p>	<p><b>20. Allowances and special rates</b></p> <p>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.</p>																				

**26.1 All-purpose allowances**

The following allowances apply for all purposes of this award:

**(a) Leading hands**

A leading hand in charge of three or more people must be paid:

In charge of	Amount of the standard rate
3–10 employees	166.3% per week extra
11–20 employees	248.4% per week extra
more than 20 employees	316.2% per week extra

**(b) Heavy vehicle driving allowance**

An employee who is required to drive a vehicle of more than three tonnes Gross Vehicle Weight (GVW) must be paid while they are engaged on such work:

Vehicle size	Amount of the standard rate
over 3 tonnes GVW and up to 4.5 tonnes GVW	0.6% per hour extra
over 4.5 tonnes GVW and up to 14.95 tonnes GVW	5.0% per hour extra
over 14.95 tonnes GVW	6.6% per hour extra
a semi-trailer	11.9% per hour extra

**20.1 Wage-related allowances****(a) All purpose allowances**

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

- (i) Leading hand allowance (clause 20.1(b));
- (ii) Heavy vehicle driving allowance (clause 20.1(c)); and
- (iii) Boiler attendants allowance (clause 20.1(d)).

**(b) Leading hands**

A leading hand in charge of three or more people must be paid:

In charge of	\$ per week extra
3–10 employees	34.27
11–20 employees	51.20
more than 20 employees	65.17

**(c) Heavy vehicle driving allowance**

An employee who is required to drive a vehicle of more than three tonnes Gross Vehicle Weight (GVW) must be paid while they are engaged on such work:

Vehicle size	\$ per hour extra
over 3 tonnes GVW and up to 4.5 tonnes GVW	0.12
over 4.5 tonnes GVW and up to 14.95 tonnes GVW	1.03
over 14.95 tonnes GVW	1.36
a semi-trailer	2.45



<p><b>(c) Boiler attendants allowance</b></p> <p>An employee holding a Boiler Attendants Certificate and appointed by the employer to act as a boiler attendant must be paid 85.5% of the standard rate per week extra.</p>	<p><b>(d) Boiler attendants allowance</b></p> <p>An employee holding a Boiler Attendants Certificate and appointed by the employer to act as a boiler attendant must be paid \$17.62 per week extra.</p>
<p><b>26.2 Other allowances</b></p> <p><b>(a) Vehicle allowance</b></p> <p>An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid \$0.78 per kilometre travelled.</p> <p><b>(c) Meal allowance</b></p> <p>See clause 33.10.</p> <p><b>(d) Damage to clothing, spectacles and hearing aids</b></p> <p>Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.</p> <p><b>(e) Special clothing and equipment allowance</b></p> <p>Where an employee is required to wear special clothing and equipment, the employer must reimburse the employee for the cost of purchasing and laundering such special clothing and equipment unless the clothing and equipment is paid for and/or laundered by the employer.</p>	<p><b>20.2 Expense-related allowances</b></p> <p><b>(c) Vehicle allowance</b></p> <p>An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid <b>\$0.78</b> per kilometre travelled.</p> <p><b>(d) Damage to clothing, spectacles and hearing aids</b></p> <p>The employer is liable for the replacement, repair or cleaning of any clothing or personal equipment including spectacles and hearing aids where an employee suffers any damage to, or soiling of, clothing or other personal equipment, including spectacles and hearing aids, as a result of:</p> <p><b>(i)</b> performing any duty required by the employer; and</p> <p><b>(ii)</b> negligence of the employer.</p> <p><b>(e) Special clothing and equipment allowance</b></p> <p>Where an employee is required to wear special clothing and equipment, the employer must reimburse the employee for the cost of purchasing and laundering such special clothing and equipment unless the clothing and equipment is paid for and/or laundered by the employer.</p>
<p><b>26.2 Other allowances</b></p> <p><b>(b) First aid allowance</b></p> <p>An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid 75.6% of the standard rate per week extra if appointed by their employer to perform first aid duty.</p>	<p><b>20.1 Wage-related allowances</b></p> <p><b>(e) First aid allowance</b></p> <p>An employee must be paid <b>\$15.58</b> per week extra if they are:</p> <p><b>(i)</b> the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar; and</p> <p><b>(ii)</b> appointed by their employer to perform first aid duty.</p>

**26.3 Special rates**

Subject to clause 26.3(a), the following special rates must be paid to an employee including a junior:

**(a) Special rates are not subject to penalty additions**

The special rates in clause 26.3 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

**(b) Cold places**

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid 2.8% of the standard rate per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes' rest after every two hours' work without loss of pay.

**(c) Hot places**

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

Temperature	Amount of the standard rate
Between 46 and 54 degrees Celsius	2.9% per hour extra
In excess of 54 degrees Celsius	3.8% per hour extra

(ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes' rest after every two hours work without loss of pay.

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

**20.1 Wage-related allowances****(f) Special rates**

Subject to clause 20.1(f)(i), the following special rates must be paid to an employee including a junior:

**(i) Special rates are not subject to penalty additions**

The special rates in clause 20.1(f) must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

**(ii) Cold places**

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid **\$0.58** per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes' rest after every two hours' work without loss of pay.

**(iii) Hot places**

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

Temperature	\$ per hour extra
Between 46 and 54 degrees Celsius	0.60
In excess of 54 degrees Celsius	0.78

• In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes' rest after every two hours work without loss of pay.

• The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

<p><b>(d) Wet places</b></p> <p><b>(i)</b> An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid 2.9% of the standard rate per hour extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.</p> <p><b>(ii)</b> Clause 26.3(d)(i) does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.</p> <p><b>(e) Confined spaces</b></p> <p>An employee working in a confined space must be paid 3.8% of the standard rate per hour extra.</p> <p><b>(f) Dirty or dusty work</b></p> <p>An employee who performs work of an unusually dirty, dusty or offensive nature must be paid 2.9% of the standard rate per hour extra.</p> <p><b>(g) Fumigation gas</b></p> <p>An employee using methyl bromide gas in fumigation work must be paid 38.2% of the standard rate per day extra for any day on which the employee is required to use such gas.</p>	<p><b>(iv) Wet places</b></p> <ul style="list-style-type: none"> <li>• An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid <b>\$0.60</b> per hour extra. Any employee who becomes entitled to this extra rate must be paid this rate only for the part of the day or shift that they are required to work in wet clothing or boots.</li> <li>• Clause 20.1(f)(iv) does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.</li> </ul> <p><b>(v) Confined spaces</b></p> <p>An employee working in a confined space must be paid <b>\$0.78</b> per hour extra.</p> <p><b>(vi) Dirty or dusty work</b></p> <p>An employee who performs work of an unusually dirty, dusty or offensive nature must be paid <b>\$0.60</b> per hour extra.</p> <p><b>(vii) Fumigation gas</b></p> <p>An employee using methyl bromide gas in fumigation work must be paid <b>\$7.87</b> per day extra for any day on which the employee is required to use this gas.</p>
<p><b>26.4 Transfers, travelling and working away from usual place of work</b></p> <p><b>(a) Excess travelling and fares</b></p> <p>An employee required to start and/or finish work at a job away from the employer’s usual workplace must be paid:</p> <p><b>(i)</b> travelling time for all time reasonably spent by the employee in 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 usual workplace; and</p>	<p><b>(f) Transfers, travelling and working away from usual place of work</b></p> <p><b>(i) Excess travelling and fares</b></p> <p>An employee required to start and/or finish work at a job away from the employer’s usual workplace must be paid:</p> <ul style="list-style-type: none"> <li>• travelling time for all time reasonably spent by the employee in 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 usual workplace; and</li> </ul>

<p>(ii) any fares reasonably incurred by the employee or which would have been incurred by the employee had the employee not used their own means of transport, which are in excess of those normally incurred in travelling between the employee's residence and the employee's usual workplace, provided that if the employee used their own means of transport then excess fares need not be paid where the employee has an arrangement with their employer for a regular allowance.</p> <p><b>(b) Distant work</b></p> <p>(i) An employee required to remain temporarily away from the employee's usual residence because the employee is working temporarily in a locality away from the employee's usual workplace must be paid travelling time for necessary travel between the locality and the employee's usual workplace and expenses.</p> <p>(ii) After each four week period on distant work an employee is entitled to be paid for a return fare reasonably incurred for personal travel between the locality and the employee's usual residence, unless such distant work is inherent in the normal work of the employee.</p>	<ul style="list-style-type: none"> <li>• any fares reasonably incurred by the employee which are in excess of those normally incurred in travelling between the employee's residence and the employee's usual workplace,</li> <li>• or if the employee used their own means of transport, any fares which would have been incurred by the employee had the employee not used their own means of transport, except where the employee has an arrangement with their employer for a regular allowance.</li> </ul> <p><b>(ii) Distant work</b></p> <ul style="list-style-type: none"> <li>• An employee required to remain temporarily away from the employee's usual residence because the employee is working temporarily in a locality away from the employee's usual workplace must be paid travelling time for necessary travel between the locality and the employee's usual workplace and expenses.</li> <li>• After each four week period on distant work an employee is entitled to be paid for a return fare reasonably incurred for personal travel between the locality and the employee's usual residence, unless such distant work is inherent in the normal work of the employee.</li> </ul>
<p><b>(c) Transfer involving change of residence</b></p> <p>An employee required to transfer permanently from the employee's usual workplace to another locality must be paid travelling time for necessary travel between the employee's usual workplace and the new locality and expenses for a period not exceeding three months or, where the employee is in the process of buying a residence in the new locality, for a period not exceeding six months. Payment for travel time and expenses ceases after the employee has taken up permanent residence in the new locality.</p>	<p><b>(iii) Transfer involving change of residence</b></p> <p>An employee required to transfer permanently from the employee's usual workplace to another locality must be paid travelling time for necessary travel between the employee's usual workplace and the new locality and expenses for a period not exceeding three months or, where the employee is in the process of buying a residence in the new locality, for a period not exceeding six months. Payment for travel time and expenses ceases after the employee has taken up permanent residence in the new locality.</p>

<p><b>(d) Travelling time payment</b></p> <p><b>(i)</b> The rate of pay for travelling time is ordinary time and on Sundays and public holidays is 150%.</p> <p><b>(ii)</b> The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24 hours.</p> <p><b>(e) Expenses</b> for the purposes of clause 26.4 means:</p> <p><b>(i)</b> all fares reasonably incurred;</p> <p><b>(ii)</b> reasonable expenses incurred while travelling including \$13.81 for each meal taken; and</p> <p><b>(iii)</b> a reasonable allowance to cover the cost incurred for board and lodging.</p>	<p><b>(iv) Travelling time payment</b></p> <p>The rate of pay for travelling time is:</p> <ul style="list-style-type: none"> <li>• the applicable rate of pay on Monday to Saturday, and</li> <li>• 150% of the applicable rate of pay on Sundays and public holidays.</li> </ul> <p>The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24 hours.</p> <p><b>(v) Expenses</b> for the purposes of clause 20.2(f) means:</p> <ul style="list-style-type: none"> <li>• all fares reasonably incurred;</li> <li>• reasonable expenses incurred while travelling including <b>\$13.81</b> for each meal taken; and</li> <li>• a reasonable allowance to cover the cost incurred for board and lodging.</li> </ul>
<p><b>26.5 Training costs</b></p> <p><b>(a)</b> Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.</p> <p><b>(b)</b> Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer.</p> <p><b>(c)</b> This clause 26.5 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 14 and not this clause.</p>	<p><b>(g) Training costs</b></p> <p><b>(i)</b> Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.</p> <p><b>(ii)</b> Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer.</p> <p><b>(iii)</b> Clause 20.2(g) does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 11 and not this clause.</p>

<p><b>26.6 District allowances</b></p> <p><i>Transitional provision - clause removed - obsolete - see <a href="#">AM2014/190</a></i></p>	<p><i>Transitional provision - clause removed - obsolete - see <a href="#">AM2014/190</a></i></p>												
<p><b>26.7 Accident pay</b></p> <p><i>Transitional provision - clause removed - obsolete - see <a href="#">AM2014/190</a></i></p>	<p><i>Transitional provision - clause removed - obsolete - see <a href="#">AM2014/190</a></i></p>												
<p><b>26.7 Adjustment of expense related allowances</b></p> <p>(a) At the time of any adjustment to the <b>standard rate</b>, 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.</p> <p>(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:</p> <table border="1" data-bbox="114 778 1039 922"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Vehicle allowance	Private motoring sub-group	<p><b>Schedule C—Summary of Monetary Allowances</b></p> <p><b>C.2.1 Adjustment of expense-related allowances</b></p> <p>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.</p> <p>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:</p> <table border="1" data-bbox="1238 794 2051 986"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	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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<p><b>27. Extra rates not cumulative</b></p> <p>The extra rates in this award, except rates prescribed in clause 26.3 (Special rates) and rates for work on public holidays, are not cumulative so as to exceed the maximum of double ordinary time rates.</p>	<p><b>20.3 Extra rates not cumulative</b></p> <p>The extra rates in this award, except rates prescribed in clause 20.1(f)—Special rates and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the applicable rate of pay.</p>												
<p><b>28. Payment of wages</b></p> <p><b>28.1 Period of payment</b></p> <p>(a) Except as provided in clause 28.1(b), wages must be paid weekly or fortnightly, either:</p> <p>(i) according to the actual ordinary hours worked each week or fortnight; or</p>	<p><b>19. Payment of wages</b></p> <p><b>19.1 Period of payment</b></p> <p>(a) Except as provided in clause 19.1(b), wages must be paid weekly or fortnightly, either:</p> <p>(i) according to the actual ordinary hours worked each week or fortnight; or</p>												

<p>(ii) according to the average number of ordinary hours worked each week or fortnight.</p> <p>(b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.</p>	<p>(ii) according to the average number of ordinary hours worked each week or fortnight.</p> <p>(b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.</p>
<p><b>28.2 Method of payment</b></p> <p>Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.</p>	<p><b>19.2 Method of payment</b></p> <p>Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.</p>
<p><b>28.3 Payment of wages on termination of employment</b></p> <p>On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee on the next working day.</p>	<p><b>19.3 Payment of wages on termination of employment</b></p> <p>On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee on the next working day.</p>
<p><b>28.4 Day off coinciding with pay day</b></p> <p>Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p>	<p><b>19.4 Day off coinciding with pay day</b></p> <p>Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.</p>
<p><b>28.5 Wages to be paid during working hours</b></p> <p>(a) Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.</p> <p>(b) If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.</p>	<p><b>19.5 Wages to be paid during working hours</b></p> <p>(a) Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.</p> <p>(b) If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.</p>

<p><b>28.6 Absences from duty under an averaging system</b></p> <p>Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:</p> <ul style="list-style-type: none"> <li>(a) the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;</li> <li>(b) the employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service; and</li> <li>(c) an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.</li> </ul>	<p><b>19.6 Absences from duty under an averaging system</b></p> <p>Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:</p> <ul style="list-style-type: none"> <li>(a) the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;</li> <li>(b) the employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service; and</li> <li>(c) an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.</li> </ul> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p><b>29. Superannuation</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>21.4 Superannuation fund</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>Part 5—Hours of Work and Related Matters</b></p> <p><b>30. Ordinary hours of work and rostering</b></p> <p><b>30.1</b> Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>12. Ordinary hours of work</b></p> <p><b>12.1 Hours of work</b></p> <ul style="list-style-type: none"> <li>(a) Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.</li> <li>(b) Facilitative provisions in clauses 12.2 to 12.5 operate in conjunction with clause 7.3</li> </ul>



<p><b>30.2 Ordinary hours of work—day workers</b></p> <p>(a) Subject to clause 30.5, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.</p> <p>(b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.</p> <p>(c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.</p>	<p><b>12.2 Ordinary hours of work—day workers</b></p> <p>(a) Subject to clause 12.5, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.</p> <p>(b) The ordinary hours for day workers will not exceed 8 per day unless otherwise agreed in accordance with clause 12.5.</p> <p>(c) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.</p> <p>(d) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.</p>
<p>(d) Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.</p> <p>(e) Where agreement is reached in accordance with clause 30.2(b), the rate to be paid to a day worker for ordinary time worked between midnight on Friday and midnight on Saturday is 150% and/or the rate to be paid to a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday is 200%.</p> <p>(f) A day worker required to work on a public holiday must be paid for a minimum of three hours work at the rate of 250%. The 250% rate must be paid to the employee until the employee is relieved from duty.</p>	<p>(e) Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.</p> <p>(f) Where agreement is reached in accordance with clause 12.2(c), the rate to be paid to a day worker for ordinary time worked is:</p> <p>(i) between midnight on Friday and midnight on Saturday—150% of the ordinary hourly rate; and</p> <p>(ii) between midnight on Saturday and midnight on Sunday—200% of the ordinary hourly rate.</p> <p>(g) A day worker required to work on a public holiday must be paid for a minimum of three hours' work at the rate of 250% of the ordinary hourly rate. The 250% rate must be paid to the employee until the employee is relieved from duty.</p>

<p><b>30.3 Ordinary hours of work—continuous shiftworkers</b></p> <p>(a) <b>Continuous shiftwork</b> means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.</p> <p>(b) Subject to clause 30.3(c), the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.</p> <p>(c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.</p> <p>(d) Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.</p>	<p><b>12.3 Ordinary hours of work—continuous shiftworkers</b></p> <p>(a) <b>Continuous shiftwork</b> means worked carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.</p> <p>(b) Subject to clause 12.3(d), the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.</p> <p>(c) The ordinary hours for continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 12.5.</p> <p>(d) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours are achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.</p> <p>(e) Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.</p>
<p><b>30.4 Ordinary hours of work—non-continuous shiftworkers</b></p> <p>(a) Subject to clause 30.4(b), the ordinary hours of work for non-continuous shiftworkers are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.</p> <p>(b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.</p> <p>(c) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.</p> <p>(d) Except at changeover of shifts an employee must not be required to work more than one shift in each 24 hours.</p>	<p><b>12.4 Ordinary hours of work—non-continuous shiftworkers</b></p> <p>(a) Subject to clause 12.4(c), the ordinary hours of work for non-continuous shiftworkers are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.</p> <p>(b) The ordinary hours for non-continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 12.5.</p> <p>(c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.</p> <p>(d) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.</p> <p>(e) Except at changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.</p>

**30.5 Methods of arranging ordinary working hours**

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 30.2(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) The matters on which agreement may be reached include:
- (i) how the hours are to be averaged within a work cycle established in accordance with clauses 30.2, 30.3 and 30.4;
  - (ii) the duration of the work cycle for day workers provided that such duration does not exceed three months;
  - (iii) rosters which specify the starting and finishing times of working hours;
  - (iv) a period of notice of a rostered day off which is less than four weeks;
  - (v) substitution of rostered days off;
  - (vi) accumulation of rostered days off;
  - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
  - (viii) any arrangements of ordinary hours which exceed eight hours in any day.
- (c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
- (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;

**12.5 Methods of arranging ordinary working hours**

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 12.2(d) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) The matters on which agreement may be reached include:
- (i) how the hours are to be averaged within a work cycle established in accordance with clauses 12.2, 12.3 and 12.4;
  - (ii) the duration of the work cycle for day workers provided that the duration does not exceed three months;
  - (iii) rosters which specify the starting and finishing times of working hours;
  - (iv) a period of notice of a rostered day off which is less than four weeks;
  - (v) substitution of rostered days off;
  - (vi) accumulation of rostered days off;
  - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
  - (viii) any arrangements of ordinary hours which exceed eight hours in any day.
- (c) **Twelve hour days or shifts**
- By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
- (i) proper health monitoring procedures being introduced;

<ul style="list-style-type: none"> <li>(iii) proper supervision being provided;</li> <li>(iv) adequate breaks being provided; and</li> <li>(v) a trial or review process being jointly implemented by the employer and the employees or their representatives.</li> </ul> <p>(d) Where an employee works on a shift other than a rostered shift, the employee must:</p> <ul style="list-style-type: none"> <li>(i) if employed on continuous work, be paid at the rate of 200%; or if employed on other shiftwork, be paid at the rate of 150% for the first three hours and 200% thereafter.</li> </ul> <p>(e) Clause 30.5(d) does not apply when the time is worked:</p> <ul style="list-style-type: none"> <li>(i) by arrangement between the employees themselves;</li> <li>(ii) for the purposes of effecting the customary rotation of shifts; or</li> <li>(iii) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment in accordance with Part 3-5 of the Act.</li> </ul>	<ul style="list-style-type: none"> <li>(ii) suitable roster arrangements being made;</li> <li>(iii) proper supervision being provided;</li> <li>(iv) adequate breaks being provided; and</li> <li>(v) a trial or review process being jointly implemented by the employer and the employees or their representatives.</li> </ul> <p>(d) Payment for work on other than a rostered shift is in accordance with clause 23.3(e).</p>
<p><b>30.6 Daylight saving</b></p> <ul style="list-style-type: none"> <li>(a) Where by reason of State or Territory legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.</li> <li>(b) The terms <b>standard time</b> and <b>summer time</b> have the same meaning as in the relevant State or Territory legislation.</li> </ul>	<p><b>12.6 Daylight saving</b></p> <p>For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).</p>

<p><b>30.7 Make-up time</b></p> <p>(a) An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.</p> <p>(b) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.</p>	<p><b>12.7 Make up time</b></p> <p>(a) An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.</p> <p>(b) An employee on shiftwork may elect, with the consent of their employer, to work make up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.</p>
<p><b>31. Special provisions for shiftworkers</b></p> <p><b>31.1</b> For the purposes of this award:</p> <p>(a) <b>rostered shift</b> means any shift of which the employee concerned has had at least 48 hours notice;</p> <p>(b) <b>early morning shift</b> means any shift commencing between 3.00 am (2.00 am for baking production employees) and 6.00 am (or 5.00 am if the span of ordinary hours is varied pursuant to clause 30.2(c));</p> <p>(c) <b>afternoon shift</b> means any shift finishing after 6.00 pm and at or before midnight; and</p> <p>(d) <b>night shift</b> means any shift finishing after midnight and at or before 8.00 am or any shift commencing between midnight and 3.00 am (2.00 am for baking production employees).</p>	<p><b>23. Special provisions for shiftworkers</b></p> <p><b>23.1 For the purposes of this award:</b></p> <p>(a) <b>afternoon shift</b> means any shift finishing after 6.00 pm and at or before midnight</p> <p>(b) <b>early morning shift</b> means any shift commencing between 3.00 am (2.00 am for baking production employees) and 6.00 am (or 5.00 am if the span of ordinary hours is varied pursuant to clause 12.2(d))</p> <p>(c) <b>night shift</b> means any shift finishing after midnight and at or before 8.00 am or any shift commencing between midnight and 3.00 am (2.00 am for baking production employees)</p> <p>(d) <b>non-continuous afternoon or night shift</b> means an afternoon or night shift that does not continue:</p> <p>(i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or</p> <p>(ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 12.3 or 12.4)</p> <p>(e) <b>permanent night shift</b> means a period of engagement on shiftwork where an employee:</p> <p>(i) works night shift only;</p> <p>(ii) remains on night shift for a longer period than four consecutive weeks; or</p>

	<p>(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</p> <p>(f) <b>rostered shift</b> means any shift of which the employee concerned has had at least 48 hours' notice</p>
<p><b>31.2</b> By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.</p>	<p><b>23.2</b> By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.</p>
<p><b>31.3 Shift allowances</b></p> <p>(a) An employee who works on early morning shift must be paid 12.5% extra for such shift;</p> <p>(b) An employee who works on afternoon or night shift must be paid 15% extra for such shift.</p> <p>(c) An employee who works on an afternoon or night shift which does not continue:</p> <p>(i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or</p> <p>(ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 30.3 or 30.4), must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.</p> <p>(d) An employee who:</p> <p>(i) during a period of engagement on shift, works night shift only; or</p> <p>(ii) remains on night shift for a longer period than four consecutive weeks; or</p>	<p><b>23.3 Rates for shiftworkers</b></p> <p>(a) An employee who works on early morning shift must be paid <b>112.5%</b> of the ordinary hourly rate for that shift.</p> <p>(b) An employee who works on afternoon or night shift must be paid <b>115%</b> of the ordinary hourly rate for that shift.</p> <p>(c) An employee who works on a non-continuous afternoon or night shift must be paid <b>150%</b> of the ordinary hourly rate for the first three hours and <b>200%</b> of the ordinary hourly rate after three hours.</p> <p>(d) An employee who works on permanent night shift must be paid <b>130%</b> of the ordinary hourly rate for all time worked during ordinary working hours on an engagement, period or cycle on permanent night shifts.</p> <p>(e) <b>Work on shifts other than rostered shifts</b></p> <p>Where an employee works on a shift other than a rostered shift, the employee must:</p> <p>(i) if employed on continuous work, be paid at <b>200%</b> of the ordinary hourly rate; or</p> <p>(ii) if employed on other shiftwork, be paid at <b>150%</b> of the ordinary hourly rate for the first three hours and <b>200%</b> of the ordinary hourly rate thereafter.</p>

<p>(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, must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift.</p>	<p>(f) Clause 23.3(e) does not apply when the time is worked:</p> <p>(i) by arrangement between the employees themselves;</p> <p>(ii) for the purposes of effecting the customary rotation of shifts; or</p> <p>(iii) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment in accordance with Part 3–5 of the Act.</p>
<p><b>31.4 Rate for working on Saturday shifts</b></p> <p>The rate at which a shiftworker must be paid for work performed between midnight on Friday and midnight on Saturday is 150%. The extra rate is in substitution for and not cumulative upon the shift allowances prescribed in clause 31.3.</p>	<p><b>23.4 Rate for working on Saturday shifts</b></p> <p>A shiftworker must be paid <b>150%</b> of the ordinary hourly rate for work performed between midnight on Friday and midnight on Saturday. The extra rate is in substitution for and not cumulative upon the shift rates prescribed in clause 23.3.</p>
<p><b>31.5 Rate for working on Sunday and public holiday shifts</b></p> <p>(a) The rate at which a continuous shiftworker must be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday is 200%.</p> <p>(b) The rate at which a shiftworker, on other than continuous shiftwork, must be paid for all time worked on a Sunday is double time and on a public holiday is 250%.</p> <p>(c) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday.</p> <p>(d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift. By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift instead.</p>	<p><b>23.5 Rate for working on Sunday and public holiday shifts</b></p> <p>(a) A continuous shiftworker must be paid <b>200%</b> of the ordinary hourly rate for work on a rostered shift the major portion of which is performed on a Sunday or public holiday.</p> <p>(b) A shiftworker, on other than continuous shiftwork, must be paid <b>200%</b> of the ordinary hourly rate for all time worked on a Sunday and <b>250%</b> of the ordinary hourly rate on a public holiday.</p> <p>(c) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift.</p> <p>(d) The time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday.</p> <p>(e) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift. By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift instead.</p>

<p>(e) The extra rates in clause 31.5 are in substitution for and not cumulative upon the shift allowances prescribed in clause 31.3.</p>	<p>(f) The extra rates in clause 23.5 are in substitution for and not cumulative upon the shift rates prescribed in clause 23.3.</p>
<p><b>32. Meal breaks</b></p> <p><b>32.1</b> An employee must not be required to work for more than five hours without a break for a meal except in the following circumstances:</p> <p>(a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee must not be required to work for more than six hours without a break for a meal; or</p> <p>(b) by agreement between an employer and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at the ordinary time rate without a meal break.</p>	<p><b>13. Meal breaks</b></p> <p><b>13.1</b> An employee must not be required to work for more than five hours without a break for a meal except in the following circumstances:</p> <p>(a) in cases where canteen or other facilities are limited and require that meal breaks be staggered and as a result it is not practical for all employees to take a meal break within five hours, an employee must not be required to work for more than six hours without a break for a meal; or</p> <p>(b) by agreement between an employer and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at the applicable rate of pay without a meal break.</p>
<p><b>32.2</b> The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.</p>	<p><b>13.2</b> The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.</p>
<p><b>32.3</b> An employer may stagger the time of taking meal and rest breaks to meet operational requirements.</p>	<p><b>13.3</b> An employer may stagger the time of taking meal and rest breaks to meet operational requirements.</p>
<p><b>32.4</b> Subject to clause 32.1, an employee must work during meal breaks at the ordinary time rate whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.</p>	<p><b>13.4</b> Subject to clause 13.1, an employee must work during meal breaks at the applicable rate of pay whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.</p>
<p><b>32.5</b> Except as otherwise provided in clause 32—Meal breaks and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, the rate of 150% must be paid for all work done during meal hours and thereafter until a meal break is taken.</p>	<p><b>13.5</b> Except as otherwise provided in clause 13—Meal breaks and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, the rate of <b>150%</b> of the applicable rate of pay must be paid for all work done during meal hours and thereafter until a meal break is taken.</p>



<p><b>33. Overtime</b></p> <p><b>33.1 Payment for working overtime</b></p> <p>(a) Except as provided for in clauses 33.12 33.1(d), 33.7 and 33.8, for all work done outside ordinary hours on any day or shift, as defined in clauses 30.2, 30.3 and 30.4, the overtime rate is 150% for the first three hours and 200% thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is 200%.</p>	<p><b>Part 5—Overtime and Penalty Rates</b></p> <p><b>22. Overtime</b></p> <p><b>22.2 Payment for overtime—other than continuous shiftworkers</b></p> <p>(a) Employees will be paid the following rates for overtime worked (except as otherwise provided in clauses 22.2(b), 22.5, 22.6 and 22.7):</p> <p>(i) <b>150%</b> of the ordinary hourly rate for the first three hours; and</p> <p>(ii) <b>200%</b> of the ordinary hourly rate thereafter.</p>
<p>(b) For the purposes of clause 33—Overtime, <b>ordinary hours</b> means the hours worked in an enterprise, fixed in accordance with clause 30—Ordinary hours of work and rostering.</p>	<p><b>22.1 Definition of overtime</b></p> <p>(a) Overtime work is any work performed outside the ordinary hours on any day or shift as defined by clauses 12.2, 12.3 and 12.4.</p> <p>(b) For the purposes of clause 22, <b>ordinary hours</b> means the hours worked in an enterprise, fixed in accordance with clause 12—Ordinary hours of work.</p> <p>(c) Overtime work for a part-time employee is any work performed in excess of the hours agreed under clauses 9.3 and 9.4.</p>
<p>(c) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.</p> <p>(e) In computing overtime each day's work stands alone.</p>	<p>(d) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.</p> <p>(e) In computing overtime each day's work stands alone.</p>
<p>(d) When not less than 7.6 hours notice has been given to the employer by a relief shiftworker that the relief shiftworker will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on their rostered day off, the unrelieved shiftworker must be paid at the rate of 200%.</p>	<p>(b) <b>Unrelieved shiftwork on rostered day off</b></p> <p>(i) If an employee is be required to work on their rostered day off because of the absence of a relieving employee, the unrelieved shiftworker must be paid <b>200%</b> of the ordinary hourly rate for all hours worked on their rostered day off.</p> <p>(ii) Clause 22.2(b) applies when not less than 7.6 hours' notice has been given to the employer by a relief shiftworker that the relief shiftworker will be absent from work.</p> <p><b>22.3 Payment for overtime—continuous shiftworkers</b></p> <p>A continuous shiftworker working overtime will be paid 200% of the ordinary hourly rate.</p>

<p><b>33.2 One in, all in does not apply</b></p> <p>The assignment of overtime by an employer to an employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.</p>	<p><b>22.8 One in, all in does not apply</b></p> <p>The assignment of overtime by an employer to an employee is to be based on specific work requirements. The practice of one in, all in overtime must not apply.</p>
<p><b>33.3 Rest period after overtime</b></p> <p>(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.</p> <p>(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 33.3, 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.</p> <p>(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 the rate of 200% 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.</p> <p>(d) By agreement between the employer and individual employee, the 10 hour break provided for in clause 33.3 may be reduced to a period of no less than eight hours.</p> <p>(e) The provisions of clause 33.3 will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:</p> <p>(i) for the purpose of changing shift rosters; or</p> <p>(ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or</p> <p>(iii) where a shift is worked by arrangement between the employees themselves.</p>	<p><b>22.10 Rest period after overtime</b></p> <p>(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.</p> <p>(b) An employee, other than a casual employee, who works so much overtime between the end of work on one day and the start of work 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 22.10, 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 the absence.</p> <p>(c) If on the instructions of the employer an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at <b>200%</b> of the ordinary hourly rate until the employee is released from duty. 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.</p> <p>(d) By agreement between the employer and individual employee, the 10 hour break provided for in clause 22.10 may be reduced to a period of no less than eight hours.</p> <p>(e) The provisions of clause 22.10 will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:</p> <p>(i) for the purpose of changing shift rosters; or</p> <p>(ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or</p> <p>(iii) where a shift is worked by arrangement between the employees themselves.</p>

<p><b>33.4 Call-back</b></p> <p>An employee recalled to work overtime after leaving the employer's enterprise, whether notified before or after leaving the enterprise, must be paid for a minimum of four hours work at the rate of 150% for the first three hours and 200% thereafter or, if a continuous shiftworker, at the rate of 200% for the full period provided that:</p>	<p><b>22.11 Call back</b></p> <p>(a) An employee recalled to work overtime after leaving the enterprise, whether notified before or after leaving the enterprise, must be paid:</p> <p>(i) for a minimum of four hours at <b>150%</b> of the ordinary hourly rate for the first three hours and <b>200%</b> of the ordinary hourly rate thereafter; or</p> <p>(ii) if the employee is a continuous shiftworker, at <b>200%</b> of the ordinary hourly rate for the full period;</p> <p>provided that:</p>
<p>(a) Where an employee is required to regularly hold themselves in readiness for a call-back they must be paid for a minimum of three hours work at the appropriate overtime rate, subject to clause 33.5 which deals with the conditions for standing by.</p> <p>(b) If the employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the three or four hour minimum overtime payment provided for in clause 33.4 for each call-back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.</p> <p>(c) Except in the case of unforeseen circumstances arising, an employee must not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.</p> <p>(d) Clause 33.4 does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of ordinary hours.</p> <p>(e) Overtime worked in the circumstances specified in clause 33.4 is not to be regarded as overtime for the purposes of clause 33.3 concerning rest periods after overtime, when the actual time worked is less than three hours on the call-back or on each call-back.</p>	<p>(b) Where an employee is required to regularly hold themselves in readiness for a call back they must be paid for a minimum of three hours' work at the appropriate overtime rate, subject to clause 22.12 which deals with the conditions for standing by.</p> <p>(c) If the employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the three or four hour minimum overtime payment provided for in clause 22.11 for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.</p> <p>(d) Except in the case of unforeseen circumstances arising, an employee must not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.</p> <p>(e) This clause does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of ordinary hours.</p> <p>(f) Overtime worked in the circumstances specified in this clause is not to be regarded as overtime for the purposes of clause 22.10 concerning rest periods after overtime, when the actual time worked is less than three hours on the call back or on each call back.</p>

<p><b>33.5 Standing by</b></p> <p>Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must be paid standing by time at the employee's ordinary time rate for the time they are standing by.</p>	<p><b>22.12 Standing by</b></p> <p>Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must be paid standing by time at the employee's applicable rate of pay for the time they are standing by.</p>
<p><b>33.6 Saturday work</b></p> <p>A day worker required to work overtime on a Saturday must be afforded at least four hours work or be paid for four hours at the rate of 150% for the first three hours and 200% thereafter, except where the overtime is continuous with overtime commenced on the previous day.</p>	<p><b>22.4 Saturday work—day worker</b></p> <p>A day worker required to work overtime on a Saturday must be paid <b>150%</b> of the ordinary hourly rate for the first three hours and <b>200%</b> of the ordinary hourly rate thereafter with a minimum payment of four hours.</p>
<p><b>33.7 Sunday work</b></p> <p>An employee required to work overtime on a Sunday must be paid for a minimum of three hours work at the rate of 200%. The 200% is to be paid until the employee is relieved from duty.</p>	<p><b>22.5 Sunday work</b></p> <p>An employee required to work overtime on a Sunday must be paid <b>200%</b> of the ordinary hourly rate until the employee is relieved from duty with a minimum payment of three hours.</p>
<p><b>33.8 Public holiday work</b></p> <p>(a) A day worker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of 250%. The 250% is to be paid until the employee is relieved from duty.</p> <p>(b) A continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of 200%.</p> <p>(c) A non-continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of 250%. The 250% is to be paid until the employee is relieved from duty.</p>	<p><b>22.6 Public holiday work</b></p> <p>(a) A day worker required to work overtime on a public holiday must be paid <b>250%</b> of the ordinary hourly rate until the employee is relieved from duty with a minimum payment of three hours.</p> <p>(b) A continuous shiftworker required to work overtime on a public holiday must be paid <b>200%</b> of the ordinary hourly rate with a minimum payment of three hours.</p> <p>(c) A non-continuous shiftworker required to work overtime on a public holiday must be paid <b>250%</b> of the ordinary hourly rate until the employee is relieved from duty with a minimum payment of three hours.</p>
<p><b>33.9 Rest break</b></p> <p>(a) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.</p> <p>(b) Where a day worker is required to work overtime on a Saturday,</p>	<p><b>22.9 Rest break</b></p> <p>(a) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.</p> <p>(b) Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break</p>

<p>Sunday, public holiday or rostered day off, the first rest break must be paid at the employee's ordinary time rate.</p> <p>(c) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the employee's ordinary time rate.</p> <p>(d) An employer and employee may agree to any variation of clause 33.9 to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 33.9.</p>	<p>must be paid at the employee's applicable rate of pay.</p> <p>(c) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the employee's applicable rate of pay.</p> <p>(d) An employer and employee may agree to any variation of clause 22.9 to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 22.9.</p> <p>(e) An employee entitled to a rest break in clause 22.9 may be entitled to a meal allowance in accordance with clause 20.2(a).</p>
<p><b>33.10 Meal allowance</b></p> <p>(a) An employee must be paid a meal allowance of \$13.81 on each occasion the employee is entitled to a rest break in accordance with clause 33.9, except in the following circumstances:</p> <p>(i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or</p> <p>(ii) if the employee is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or</p> <p>(iii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or</p> <p>(iv) if the employee is provided with an adequate meal by the employer.</p> <p>(b) If an employee has provided a meal (or meals) on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal (or meals) which they have provided but which are surplus.</p>	<p><b>20.2 Expense-related allowances</b></p> <p>(a) <b>Meal allowance</b></p> <p>An employee must be paid a meal allowance of <b>\$13.81</b> on each occasion the employee is entitled to a rest break in accordance with clause 22.9, except in the following circumstances:</p> <p>(i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or</p> <p>(ii) if the employee is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or</p> <p>(iii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or</p> <p>(iv) if the employee is provided with an adequate meal by the employer.</p> <p>(b) If an employee has provided a meal (or meals) on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal (or meals) which they have provided but which are surplus.</p>

<p><b>33.11 Transport of employees</b></p> <p>When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with suitable transport home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.</p>	<p><b>22.13 Transport of employees</b></p> <p>When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.</p>
<p><b>33.12 Time off instead of payment for overtime</b></p> <p><i>Clause not reproduced – standard clause – no change</i></p>	<p><b>22.7 Time off instead of payment for overtime</b></p> <p><i>Clause not reproduced – standard clause – no change</i></p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>34. Annual leave</b></p> <p><b>34.1</b> Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.</p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>24. Annual leave</b></p> <p><b>24.1</b> Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.</p>
<p><b>34.2 Conversion to hourly entitlement</b></p> <p>An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in s.87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks of annual leave and 190 hours for a shiftworker as defined in clause 34.3).</p>	<p><b>24.2 Conversion to hourly entitlement</b></p> <p>An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in s.87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks of annual leave and 190 hours for a shiftworker as defined in clause 24.3).</p>
<p><b>34.3 Definition of shiftworker</b></p> <p>(a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p>	<p><b>24.3 Definition of shiftworker</b></p> <p>For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.</p>
<p><b>34.4 Payment for period of annual leave</b></p> <p>(a) Instead of the base rate of pay as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.</p>	<p><b>24.4 Payment for period of annual leave</b></p> <p>(a) Instead of the base rate of pay as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.</p>

<p>(b) Subject to clause 34.4(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any overaward payment.</p> <p>(c) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.</p>	<p>(b) Subject to clause 24.4(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any overaward payment.</p> <p>(c) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.</p>
<p><b>34.5 Annual leave loading</b></p> <p>During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 34.4. The loading must be as follows:</p> <p>(a) <b>Day work</b></p> <p>An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 34.4 or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(b) <b>Shiftwork</b></p> <p>An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 34.4 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.</p>	<p><b>24.5 Annual leave loading</b></p> <p>During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 24.4. The loading must be as follows:</p> <p>(a) <b>Day work</b></p> <p>An employee who would have worked on day work only had they not been on leave must be paid a loading equal to <b>17.5%</b> of the wages prescribed in clause 24.4 or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(b) <b>Shiftwork</b></p> <p>An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 24.4 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.</p>
<p><b>34.6 Electronic funds transfer (EFT) payment of annual leave</b> <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>24.6 Electronic funds transfer (EFT) payment of annual leave</b> <i>Clause not reproduced – standard clause – no change</i></p>
<p><b>34.7 Excessive leave accruals: general provision</b> <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>24.7 Excessive leave accruals: general provision</b> <i>Clause not reproduced – standard clause – no change</i></p>
<p><b>34.8 Excessive leave accruals: direction by employer that leave be taken</b> <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>24.8 Excessive leave accruals: direction by employer that leave be taken</b> <i>Clause not reproduced – standard clause – no change</i></p>

<p><b>34.9 Excessive leave accruals: request by employee for leave</b>  <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>24.9 Excessive leave accruals: request by employee for leave</b>  <i>Clause not reproduced – standard clause – no change</i></p>
<p><b>34.10 Annual leave in advance</b>  <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>24.10 Annual leave in advance</b>  <i>Clause not reproduced – standard clause – no change</i></p>
<p><b>34.11 Annual close-down</b></p> <p>Notwithstanding s.88 of the Act and clause 34.6, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:</p> <ul style="list-style-type: none"> <li>(a) the employer gives not less than four weeks' notice of intention to do so; and</li> <li>(b) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 34.4 and 34.5; and</li> <li>(c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and</li> <li>(d) any leave taken by an employee as a result of a close-down pursuant to clause 34.11 also counts as service by the employee with their employer; and</li> <li>(e) the employer may only close down the enterprise or part of it pursuant to clause 34.11 for one or two separate periods in a year; and</li> <li>(f) if the employer closes down the enterprise or part of it pursuant to clause 34.11 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and</li> <li>(g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 34.11 for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and</li> </ul>	<p><b>24.11 Annual close-down</b></p> <p>Notwithstanding s.88 of the Act and clause 24.6, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:</p> <ul style="list-style-type: none"> <li>(a) the employer gives not less than four weeks' notice of intention to do so; and</li> <li>(b) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 24.4 and 24.5; and</li> <li>(c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and</li> <li>(d) any leave taken by an employee as a result of a close-down pursuant to clause 24.11 also counts as service by the employee with their employer; and</li> <li>(e) the employer may only close down the enterprise or part of it pursuant to clause 24.11 for one or two separate periods in a year; and</li> <li>(f) if the employer closes down the enterprise or part of it pursuant to clause 24.11 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and</li> <li>(g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 24.11 for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and</li> </ul>



<p><b>(h)</b> the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.</p>	<p><b>(h)</b> the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.</p>
<p><b>34.12 Proportionate leave on termination</b></p> <p>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 clause 34.4.</p>	<p><b>24.12 Proportionate leave on termination</b></p> <p>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 clause 24.4.</p>
<p><b>34.13 Cashing out of annual leave</b></p> <p><i>Clause not reproduced – standard clause – no change</i></p>	<p><b>24.13 Cashing out of annual leave</b></p>
<p><b>35. Personal/carer’s leave and compassionate leave</b></p> <p><b>35.1</b> Personal/carer’s leave and compassionate leave are provided for in the NES.</p> <p><b>35.2</b> If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, the employee’s unclaimed balance of paid personal/carer’s leave continues from the date of re-engagement.</p>	<p><b>25. Personal/carer’s leave and compassionate leave</b></p> <p><i>Clause not reproduced – no change</i></p>
<p><b>36. Community service leave</b></p> <p>Community service leave is provided for in the NES.</p>	<p><b>28. Community service leave</b></p> <p><i>Clause not reproduced – no change</i></p>
<p><i>Clause inserted</i></p>	<p><b>26. Parental leave and related entitlements</b></p> <p>Parental leave and related entitlements are provided for in the NES.</p>

<p><b>37. Public holidays</b></p> <p><b>37.1</b> Public holidays are provided for in the NES.</p>	<p><b>27. Public holidays</b></p> <p><b>27.1</b> Public holiday entitlements are provided for in the NES.</p> <p><b>27.2</b> Where an employee works on a public holiday they will be paid in accordance with clauses 12.2(g), 20.2(f)(iv) and 22.6.</p> <p><b>27.3</b> Clause 9.9 applies in relation to part-time employees and public holidays.</p>
<p><b>37.2 Substitution of certain public holidays by agreement at the enterprise</b></p> <p>(a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.</p> <p>(b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.</p>	<p><b>27.4 Substitution of certain public holidays by agreement at the enterprise</b></p> <p>(a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.</p> <p>(b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.</p>
<p><b>37.3 Rostered day off falling on public holiday</b></p> <p>(a) Except as provided for in clauses 37.3(b) and (c) and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:</p> <p>(i) 7.6 hours of pay at the ordinary time rate; or</p> <p>(ii) 7.6 hours of extra annual leave; or</p> <p>(iii) a substitute day off on an alternative week day.</p> <p>(b) Where an employee has credited time accumulated pursuant to clause 28.6, then such credited time should not be taken as a day off on a public holiday.</p>	<p><b>27.5 Rostered day off falling on public holiday</b></p> <p>(a) Except as provided for in clauses 27.5(b) and (c) and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:</p> <p>(i) 7.6 hours of pay at the applicable rate of pay; or</p> <p>(ii) 7.6 hours of extra annual leave; or</p> <p>(iii) a substitute day off on an alternative week day.</p> <p>(b) Where an employee has credited time accumulated pursuant to clause 19.6, then such credited time should not be taken as a day off on a public holiday.</p>

<p>(c) If an employee is rostered to take credited time accumulated pursuant to clause 28.6 as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.</p> <p>(d) Clauses 37.3(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 37.3(a) applies to such days off.</p>	<p>(c) If an employee is rostered to take credited time accumulated pursuant to clause 19.6 as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.</p> <p>(d) Clauses 27.5(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 27.5(a) applies to such days off.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p><b>27.6 Part-day public holidays</b> For provisions relating to part-day public holidays see Schedule J—2016 Part-day public holidays.</p>
<p><b>Schedule A—Transitional Provisions</b> <i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p><b>Schedule B—Classification Structure and Definitions</b> <i>Provision not reproduced - no change</i></p>	<p><b>Schedule A—Classification Structure and Definitions</b> <i>Provision not reproduced - no change</i></p>
<p><b>Schedule C—School-Based Apprentices</b> <i>Provision not reproduced - no change</i></p>	<p><b>Schedule D—School-based Apprentices</b> <i>Provision not reproduced - no change</i></p>
<p><b>Schedule D—National Training Wage</b> <b>Appendix D1: Allocation of Traineeships to Wage Levels</b></p>	<p><b>Schedule E—National Training Wage</b> <i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i> <a href="#">Link to comparison document</a></p>
<p><b>Schedule E—Supported Wage System</b> <i>Provision not reproduced - no change</i></p>	<p><b>Schedule F—Supported Wage System</b> <i>Provision not reproduced - no change</i></p>
<p><b>Schedule F—2016 Part-day Public Holidays</b> <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>Schedule J—2016 Part-day Public Holidays</b> <i>Clause not reproduced – standard clause – no change</i></p>

<p><b>Schedule G—Agreement to Take Annual Leave in Advance</b>  <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>Schedule H—Agreement to Take Annual Leave in Advance</b>  <i>Clause not reproduced – standard clause – no change</i></p>
<p><b>Schedule H—Agreement to Cash Out Annual Leave</b>  <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>Schedule I—Agreement to Cash Out Annual Leave</b>  <i>Clause not reproduced – standard clause – no change</i></p>
<p><b>Schedule I—Agreement for time off instead of payment for overtime</b>  <i>Clause not reproduced – standard clause – no change</i></p>	<p><b>Schedule G—Agreement for Time Off Instead of Payment for Overtime</b>  <i>Clause not reproduced – standard clause – no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule B—Summary of Hourly Rates of Pay</b>  <i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule C—Summary of Monetary Allowances</b>  <i>Provision not reproduced</i></p>