

# EXPOSURE DRAFT

## Fast Food Industry Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Fast Food Industry Award 2010* as at 16 November 2016. This exposure draft does not seek to amend any entitlements under the *Fast Food Industry Award 2010* but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/267](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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

### Table of Contents

	<b>Page</b>
<b>Part 1— Application and Operation of this Award .....</b>	<b>3</b>
1. Title and commencement .....	3
2. Definitions.....	3
3. The National Employment Standards and this award .....	4
4. Coverage .....	4
5. Effect of variations made by the Fair Work Commission .....	5
6. Award flexibility for individual arrangements.....	5
7. Facilitative provisions for flexible working practices.....	7
<b>Part 2— Types of Employment and Classifications.....</b>	<b>7</b>
8. Types of employment.....	7
9. Full-time employees.....	7
10. Part-time employees.....	7
11. Casual employment.....	8
12. Classifications .....	9
<b>Part 3— Hours of Work .....</b>	<b>9</b>
13. Ordinary hours of work.....	9
14. Rostering arrangements.....	10
15. Breaks.....	10
<b>Part 4— Wages and Allowances .....</b>	<b>11</b>
16. Minimum Wage .....	11

17.	Allowances.....	12
18.	Accident pay .....	14
19.	Superannuation.....	16
<b>Part 5— Overtime and Penalty Rates .....</b>		<b>17</b>
20.	Overtime.....	17
21.	Penalty rates .....	19
<b>Part 6— Leave and Public Holidays.....</b>		<b>19</b>
22.	Annual leave .....	19
23.	Personal/carer’s leave and compassionate leave.....	23
24.	Parental leave and related entitlements .....	24
25.	Public holidays .....	24
26.	Community service leave.....	24
<b>Part 7— Consultation and Dispute Resolution.....</b>		<b>24</b>
27.	Consultation about major workplace change .....	24
28.	Consultation about changes to rosters or hours of work.....	25
29.	Dispute resolution .....	26
<b>Part 8— Termination of Employment and Redundancy .....</b>		<b>26</b>
30.	Termination of employment.....	26
31.	Redundancy.....	27
32.	Transfer to lower paid job on redundancy .....	27
33.	Employee leaving during redundancy notice period.....	27
34.	Job search entitlement.....	27
<b>Schedule A —Summary of Hourly Rates of Pay .....</b>		<b>29</b>
<b>Schedule B —Summary of Monetary Allowances .....</b>		<b>35</b>
<b>Schedule C —Supported Wage System.....</b>		<b>37</b>
<b>Schedule D —National Training Wage .....</b>		<b>40</b>
<b>Schedule E —Agreement to Take Annual Leave in Advance.....</b>		<b>51</b>
<b>Schedule F —Agreement to Cash Out Annual Leave.....</b>		<b>52</b>
<b>Schedule G —2016 Part-day Public Holidays .....</b>		<b>53</b>

## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Fast Food Industry Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. Definitions

In this award, unless the contrary intention appears:

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

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

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

**fast food industry** means the industry of taking orders for and/or preparation and/or sale and/or delivery of:

- (a) meals, snacks and/or beverages, which are sold to the public primarily to be consumed away from the point of sale;
- (b) take away foods and beverages packaged, sold or served in such a manner as to allow their being taken from the point of sale to be consumed elsewhere should the customer so decide; and/or
- (c) food and/or beverages in food courts and/or in shopping centres and/or in retail complexes, excluding coffee shops, cafes, bars and restaurants providing primarily a sit down service inside the catering establishment.

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

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

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

**standard rate** means the minimum hourly rate for a fast food employee Level 2 in clause 16.1.

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

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

### **4. Coverage**

- 4.1** This industry award covers employers throughout Australia in the fast food industry and their employees in the classifications listed in clause 12—Classifications to the exclusion of any other modern award.
- 4.2** The award does not cover employers in the following industries:
- (a) the hospitality industry; or
  - (b) the general retail industry.
- 4.3** 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.
- 4.4** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.5** This industry award does not cover:
- (a) an employee excluded from award coverage by the Act;
  - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

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

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

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

## **5. Effect of variations made by the Fair Work Commission**

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

## **6. Award flexibility for individual arrangements**

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

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

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

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

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

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

## 7. Facilitative provisions for flexible working practices

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
20.4	Time off instead of payment	An individual
22.4	Annual leave in advance	An individual
22.5	Cashing out of annual leave	An individual
25.2	Public holidays – substitution	The majority of employees

## Part 2—Types of Employment and Classifications

### 8. Types of employment

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

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

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

### 9. Full-time employees

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

### 10. Part-time employees

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

10.1 A part-time employee:

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

- 10.2** At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:
- (a) the number of hours worked each day;
  - (b) which days of the week the employee will work;
  - (c) the actual starting and finishing times of each day;
  - (d) that any variation will be in writing;
  - (e) that the minimum daily engagement is three hours; and
  - (f) the times of taking and the duration of meal breaks.
- 10.3** Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.
- 10.4** The agreement and any variation to it will be retained by the employer and a copy given by the employer to the employee.
- 10.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- 10.6** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11—Casual employment.
- 10.7** A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the minimum hourly rate prescribed for the class of work performed.
- 10.8** All time worked in excess of the hours as agreed under clause 10.2 or varied under clause 10.3 will be overtime and paid for at the rates prescribed in clause 20—Overtime.

## **11. Casual employment**

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

- 11.1** A casual employee is an employee who is engaged and paid as a casual employee.
- A casual employee will be paid per ordinary hour worked:
- (a) the minimum hourly rate appropriate to the employee’s classification; and
  - (b) a loading of **25%** of that rate.
- 11.2** Casual employees will be paid at the termination of each engagement, or weekly or fortnightly in accordance with pay arrangements for full-time employees.
- 11.3** The minimum daily engagement of a casual is three hours.



## **12. Classifications**

**12.1** All employees covered by this award must be classified according to the structure clause 12.4.

**12.2** Employers must advise their employees in writing of their classification and of any changes to their classification.

**12.3** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

### **12.4 Classification definitions**

#### **(a) Level 1**

**(i)** An employee engaged in the receipt of orders; and the preparation, cooking, sale, serving or delivery of meals, snacks and/or beverages which are sold to the public primarily to take away or in food courts in shopping centres.

**(ii)** A Fast Food Employee Level 1 will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning and cleaning of toilets.

#### **(b) Level 2**

An employee who has the major responsibility on a day to day basis for supervising Fast Food employees Level 1 and/or training new employees or an employee required to exercise trade skills.

#### **(c) Level 3**

An employee appointed by the employer to be in charge of a shop, food outlet, or delivery outlet.

## **Part 3—Hours of Work**

### **13. Ordinary hours of work**

**13.1** The ordinary hours of work are an average of 38 per week over a period of no more than four weeks.

**13.2** Hours of work on any day will be continuous, except for rest breaks and meal breaks.

#### **13.3 Maximum hours on a day**

An employee may be rostered to work up to a maximum of 11 ordinary hours on any day.

**13.4** Clause 13 does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.

## 14. Rostering arrangements

A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms:

- 38 hours in one week;
- 76 hours in two consecutive weeks;
- 114 hours in three consecutive weeks; or
- 152 hours in four consecutive weeks.

## 15. Breaks

### 15.1 Breaks during work periods

Breaks will be given as follows:

Hours worked	Rest break	Meal break
Less than 4 hours	No rest break	No meal break
Between 4 and 5 hours	One 10 minute rest break	No meal break
Between 5 and 9 hours	One 10 minute rest break	One meal break of between 30 and 60 minutes
9 hours or more	Two rest breaks if only one meal break is provided. One rest break will be taken in the first half of work hours and the second taken in the second half of work hours; or One rest break if a second meal break is provided.	One or two meal breaks of 30 to 60 minutes

**15.2** The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.

**15.3** An employee cannot be required to take a rest break or meal break within one hour of starting or finishing work. An employee cannot be required to take a rest break(s) combined with a meal break.

**15.4** The time of taking rest breaks and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.

**15.5** Rest breaks are paid breaks and meal breaks are unpaid breaks.

15.6 An employee cannot work more than five hours without a meal break.

## Part 4—Wages and Allowances

### 16. Minimum Wage

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

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$
Level 1	738.80	19.44
Level 2	783.30	20.61
Level 3—In charge of one or no persons	795.30	20.93
Level 3—In charge of two or more persons	805.00	21.18

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

### 16.2 Junior rates

Junior employees will be paid the following percentage of the appropriate wage rate in clause 16.1.

Age	% of adult wage
Under 16 years	40
16 years	50
17 years	60
18 years	70
19 years	80
20 years	90

### 16.3 Payment of wages

Payment within a specific period after pay cycle is being considered in matter [AM2016/6](#)

Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight or may be averaged over a period of a fortnight.

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

#### **16.4 Supported wage system**

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

#### **16.5 National training wage**

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

### **17. Allowances**

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

#### **17.1 Wage-related allowances**

##### **(a) Broken Hill allowances**

An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an allowance for working in Broken Hill of **\$33.53** per week.

##### **(b) Cold work disability allowance**

- (i)** Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid an allowance of **\$0.27** per hour.
- (ii)** An employee required to work in a cold chamber where the temperature is below 0°C will in addition to the allowance in clause 17.1(b)(i) also be paid an allowance of **\$0.41** per hour.

#### **17.2 Expense-related allowances**

##### **(a) Meal allowance**

- (i)** An employee required to work more than one hour of overtime after the employee's ordinary finishing time, will be either provided with a meal or paid a meal allowance of **\$12.51**, if they have not been given 24 hours' notice. Where such overtime work exceeds four hours a further meal allowance of **\$11.30** will be paid.
- (ii)** No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.

##### **(b) Special clothing**

- (i)** Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing, the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.

- (ii) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid an allowance of **\$6.25** per week if they are a full-time employee and **\$1.25** per shift if they are a part-time or casual employee.

**(c) Excess travelling costs**

Where an employee is required by their employer to move temporarily from one branch or shop to another for a period of up to three weeks, all additional transport costs so incurred will be reimbursed by the employer.

**(d) Travelling time reimbursement**

- (i) When an employee is required to work away from their usual place of employment, that employee will be paid:
  - for time reasonably spent travelling to and from that place, if the travelling time exceeds the time normally spent travelling to and from their usual place of employment; and
  - any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.
- (ii) Where the employer provides transport from a pick-up point, an employee will be paid travelling time for all time spent travelling to and from that pick-up point.
- (iii) The rate of pay for travelling time will be the minimum hourly rate except on Sundays and public holidays when it will be **150%** of the minimum hourly rate.

**(e) Transfer of employee reimbursement**

Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and their family.

**(f) Transport allowance**

- (i) Where an employer asks an employee to use their own motor vehicle in the performance of their duties, the employee will be paid an allowance of **\$0.78** per kilometre, except for as provided in clause 17.2(f)(ii).
- (ii) Where an employee is engaged primarily to perform delivery duties of the employer's products to customers using their own motor vehicle, such employee will be paid an allowance of **\$0.41** per kilometre.

**(g) Transport of employee reimbursement**

- (i) Where an employee starts and/or finishes work after 10.00 pm on any day or before 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the

cost of a taxi fare from the place of employment to the employee's usual place of residence.

(ii) Clause 17.2(g)(i) will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.

(iii) An employee may always elect to provide their own transport.

See Schedule B for a summary of monetary allowances.

## 18. Accident pay

An employee in receipt of weekly payments under the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from the employer subject to the following conditions and limitations:

### 18.1 Definitions

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation the employee is entitled to receive pursuant to the applicable workers' compensation legislation and the employee's weekly wage payable under this award for the classification of work if the employee had been performing their normal duties (not including over award payments, shift loadings, overtime, attendance bonus payments, special rates, fares and travelling allowance or other similar payments).
- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

### 18.2 Entitlement to accident pay

- (a) The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation. The maximum period of accident pay is 26 weeks.
- (b) Accident pay will not apply:
- (i) In respect of an injury during the first seven consecutive days (including non-working days) of incapacity.
- (ii) To any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks.

### 18.3 Calculation of the period

- (a) The 26 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.

- (b) The entitlement to accident pay continues on termination of an employee's employment where such termination:
  - (i) is by the employer other than for reasons of the employee's serious and/or wilful misconduct; or
  - (ii) arises from a declaration of bankruptcy or liquidation of the employer, in which case the employee's entitlement will be referred to the Fair Work Commission to determine.
- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

**18.4 When not entitled to payment**

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

**18.5 Return to work**

If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

**18.6 Redemptions**

In the event that an employee receives a lump sum payment instead of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

**18.7 Damages independent of the Acts**

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

**18.8 Casual employees**

For a casual employee, the weekly payment referred to in clause 18.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings, overtime, attendance bonus payments, special rates, fares and travelling allowance or other similar payments.

## **19. Superannuation**

### **19.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **19.2 Employer contributions**

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

### **19.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

### **19.4 Superannuation fund**

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

- (a) Retail Employees Superannuation Trust (REST);
- (b) Sunsuper;



- (c) Intrust Super;
- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (e) a superannuation fund or scheme which the employee is a defined benefit member of.

#### **19.5 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave.
- (b) **Work-related injury or illness**—For the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
  - (ii) the employee remains employed by the employer.

### **Part 5—Overtime and Penalty Rates**

#### **20. Overtime**

**20.1** An employee will be paid overtime for all work as follows:

- (a) In excess of:
  - (i) 38 hours per week or an average of 38 hours per week averaged over a four week period; or
  - (ii) five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or
  - (iii) eleven hours on any one day; or
- (b) Before an employee's rostered starting time on any one day; or
- (c) After an employee's rostered finishing time on any one day; or
- (d) Outside the ordinary hours of work; or

- (e) Hours worked by part-time employees in excess of the agreed hours in clause 10.2 or as varied under clause 10.3.

**20.2** Overtime will be paid at:

**(a) Monday to Saturday—all employees**

- (i) **150%** of the minimum hourly rate for the first two hours on any one day; and
- (ii) **200%** of the minimum hourly rate after two hours.

**(b) Sunday—all employees**

**200%** of the minimum hourly rate.

**(c) Public holidays**

- (i) For full-time and part-time employees—**250%** of the minimum hourly rate; and
- (ii) For casual employees—**275%** of the minimum hourly rate.

**20.3** Where an employee works overtime on a Sunday and that work is not immediately before or after ordinary hours, then that employee must be paid **200%** of the minimum hourly rate with a minimum payment of four hours at such rate.

**20.4 Time off instead of payment**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:

- (a) Time off shall be calculated at the penalty equivalent;
- (b) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked;
- (c) Time off must be taken within one calendar month of the working of the overtime, or it shall be paid out.

**20.5 Reasonable overtime**

- (a) An employer may require an employee other than a casual to work reasonable overtime in accordance with the provisions of this clause.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;

- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
- (v) any other relevant matter.

## 21. Penalty rates

This clause may be affected by [AM2014/305](#)

### 21.1 Evening work Monday to Friday

- (a) **110%** of the minimum hourly rate will apply for ordinary hours of work between 9.00 pm and midnight for full-time and part-time employees; and **135%** of the minimum hourly rate for casual employees, inclusive of the casual loading.
- (b) **115%** of the minimum hourly rate will apply for ordinary hours of work after midnight for full-time and part-time employees; and **140%** of the minimum hourly rate for casual employees, inclusive of the casual loading.

### 21.2 Saturday work

**125%** of the minimum hourly rate will apply for ordinary hours of work within the span of hours on a Saturday for full-time and part-time employees; and **150%** of the minimum hourly rate for casual employees, inclusive of the casual loading.

### 21.3 Sunday work

- (a) A **150%** of the minimum hourly rate will apply for all hours of work on a Sunday for full-time and part-time employees.
- (b) A **175%** of the minimum hourly rate will apply for all hours of work on a Sunday for casual employees, inclusive of the casual loading.

Parties are asked to comment on the following:  
Clause 21.1(d) provides for a loading "for all hours of work on a Sunday" at the rate of 50% for full-time and part-time employees and 75% for casual employees. Clause 20 specifies that overtime worked on a Sunday is to be paid at 200%. It may be unclear how the two clauses interact.

- 21.4 Employees who work on a public holiday will be paid in accordance with clause 25.3.

## Part 6—Leave and Public Holidays

### 22. Annual leave

There are no shiftworker provisions elsewhere in the award. Should shiftworkers be removed from this clause?

**22.1** Annual leave is provided for in the NES.

**22.2 Definition of shiftworker**

For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

**22.3 Annual leave loading**

(a) During a period of annual leave an employee will receive a loading calculated on the wage rate prescribed in clause 16—Minimum Wage. Annual leave loading is payable on leave accrued.

(b) The loading will be as follows:

**(i) Day work**

Employees who would have worked on day work only had they not been on leave—**17.5%** or the relevant weekend penalty rates, whichever is the greater but not both.

**(ii) Shiftwork**

Employees who would have worked on shiftwork had they not been on leave—a loading of **17.5%** or the shift loading (including relevant weekend penalty rates), whichever is the greater but not both.

**22.4 Annual leave in advance**

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 22.4 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

(c) The employer must keep a copy of any agreement under clause 22.4 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.4, the employer may deduct from any money due to the employee on termination an amount equal to the

amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

## **22.5 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.5 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.5.

Note 3: An example of the type of agreement required by clause 22.5 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

## **22.6 Excessive leave accruals: general provision**

Note: Clauses 22.6 to 22.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing

with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**22.7 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 22.7(b)(i).

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

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

- (a) Clause 22.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 22.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 22.7(a) that, when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

**23. Personal/carer's leave and compassionate leave**

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

**23.2 Casual employees**

- (a) Casual employees are entitled to be unavailable for work or are entitled to leave work to care for a person:

- (i) who is sick and requires care and support; or
  - (ii) who requires care due to an emergency.
- (b) This leave is unpaid.
- (c) A maximum of 48 hours' absence is allowed by right with additional absence by agreement.
- 23.3** An employer must not fail to re-engage a casual employee because the employee has accessed the entitlement under this clause.

## **24. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the NES.

## **25. Public holidays**

**25.1** Public holiday entitlements are provided for in the NES.

**25.2** An employer and a majority of employees may agree to substitute another day for a public holiday. If an employee works on either the public holiday or the substitute day, public holiday penalties apply. If both days are worked, the public holiday penalties must be paid on one day chosen by the employee.

**25.3** Work on a public holiday must be compensated by payment at the rate of:

- (a) **250%** of the minimum hourly rate for full-time and part-time employees; or
- (b) **275%** of the minimum hourly rate for casual employees, inclusive of the casual loading.

## **25.4 Part-day public holidays**

For Provisions relating to part-day public holidays see Schedule G—2016 Part-day Public Holidays.

## **26. Community service leave**

Community service leave is provided for in the NES.

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

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

#### **27.1 Employers to notify**

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to



have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

## **27.2 Employers to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 27.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 27.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

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

**28.1** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

**28.2** The employer must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

**28.3** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

**28.4** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **29. Dispute resolution**

**29.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**29.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 29.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**29.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

**29.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

**29.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**29.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 8—Termination of Employment and Redundancy**

### **30. Termination of employment**

**30.1** Notice of termination is provided for in the NES.

### **30.2 Notice of termination by an employee**

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

### **31. Redundancy**

Redundancy pay is provided for in the NES.

### **32. Transfer to lower paid job on redundancy**

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

### **33. Employee leaving during redundancy notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 31—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **34. Job search entitlement**

#### **34.1 Job search entitlement for notice of termination of employment**

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

#### **34.2 Job search entitlement—redundancy**

##### **(a) Time off for seeking other employment**

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

**(b) Proof of attendance**

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

DRAFT

## Schedule A—Summary of Hourly Rates of Pay

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

### A.1 Full-time and part-time adult employees

#### A.1.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Evening work – between 9.00 pm and midnight	Evening work – after midnight	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>110%</b>	<b>115%</b>	<b>125%</b>	<b>150%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	19.44	21.38	22.36	24.30	29.16	48.60
Level 2	20.61	22.67	23.70	25.76	30.92	51.53
Level 3—In charge of one or no persons	20.93	23.02	24.07	26.16	31.40	52.33
Level 3—In charge of two or more persons	21.18	23.30	24.36	26.48	31.77	52.95

#### A.1.2 Full-time and part-time employees—overtime rates

	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday -all day	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	29.16	38.88	38.88	48.60
Level 2	30.92	41.22	41.22	51.53
Level 3—In charge of one or no persons	31.40	41.86	41.86	52.33
Level 3—In charge of two or more persons	31.77	42.36	42.36	52.95

## A.2 Casual adult employees

### A.2.1 Casual employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Evening work – between 9.00 pm and midnight	Evening work – after midnight	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>135%</b>	<b>140%</b>	<b>150%</b>	<b>175%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1	24.30	26.24	27.22	29.16	34.02	53.46
Level 2	25.76	27.82	28.85	30.92	36.07	56.68
Level 3—In charge of one or no persons	26.16	28.26	29.30	31.40	36.63	57.56
Level 3—In charge of two or more persons	26.48	28.59	29.65	31.77	37.07	58.25

## A.3 Junior rates

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 16.1. Adult rates apply from 21 years of age in accordance with clause 16.1.

### A.3.1 Full-time and part-time junior employees—ordinary and penalty rates

Age	Ordinary hours	Evening work – between 9.00 pm and midnight	Evening work – after midnight	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>110%</b>	<b>115%</b>	<b>125%</b>	<b>150%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 1</b>						
Under 16 years	7.78	8.56	8.95	9.73	11.67	19.45
16 years	9.72	10.69	11.18	12.15	14.58	24.30
17 years	11.67	12.84	13.42	14.59	17.51	29.18
18 years	13.61	14.97	15.65	17.01	20.42	34.03
19 years	15.55	17.11	17.88	19.44	23.33	38.88

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Age	Ordinary hours	Evening work – between 9.00 pm and midnight	Evening work – after midnight	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>110%</b>	<b>115%</b>	<b>125%</b>	<b>150%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
20 years	17.50	19.25	20.13	21.88	26.25	43.75
<b>Level 2</b>						
Under 16 years	8.25	9.08	9.49	10.31	12.38	20.63
16 years	10.31	11.34	11.86	12.89	15.47	25.78
17 years	12.37	13.61	14.23	15.46	18.56	30.93
18 years	14.43	15.87	16.59	18.04	21.65	36.08
19 years	16.49	18.14	18.96	20.61	24.74	41.23
20 years	18.55	20.41	21.33	23.19	27.83	46.38
<b>Level 3—In charge of one or no persons</b>						
Under 16 years	8.37	9.21	9.63	10.46	12.56	20.93
16 years	10.46	11.51	12.03	13.08	15.69	26.15
17 years	12.56	13.82	14.44	15.70	18.84	31.40
18 years	14.65	16.12	16.85	18.31	21.98	36.63
19 years	16.74	18.41	19.25	20.93	25.11	41.85
20 years	18.84	20.72	21.67	23.55	28.26	47.10
<b>Level 3—In charge of two or more persons</b>						
Under 16 years	8.47	9.32	9.74	10.59	12.71	21.18
16 years	10.59	11.65	12.18	13.24	15.89	26.48
17 years	12.71	13.98	14.62	15.89	19.07	31.78
18 years	14.83	16.31	17.05	18.54	22.25	37.08
19 years	16.95	18.65	19.49	21.19	25.43	42.38
20 years	19.07	20.98	21.93	23.84	28.61	47.68

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

Age	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 1</b>				
Under 16 years	11.67	15.56	15.56	19.45
16 years	14.58	19.44	19.44	24.30
17 years	17.51	23.34	23.34	29.18
18 years	20.42	27.22	27.22	34.03
19 years	23.33	31.10	31.10	38.88
20 years	26.25	35.00	35.00	43.75
<b>Level 2</b>				
Under 16 years	12.38	16.50	16.50	20.63
16 years	15.47	20.62	20.62	25.78
17 years	18.56	24.74	24.74	30.93
18 years	21.65	28.86	28.86	36.08
19 years	24.74	32.98	32.98	41.23
20 years	27.83	37.10	37.10	46.38
<b>Level 3—In charge of one or no persons</b>				
Under 16 years	12.56	16.74	16.74	20.93
16 years	15.69	20.92	20.92	26.15
17 years	18.84	25.12	25.12	31.40
18 years	21.98	29.30	29.30	36.63
19 years	25.11	33.48	33.48	41.85
20 years	28.26	37.68	37.68	47.10
<b>Level 3—In charge of two or more persons</b>				
Under 16 years	12.71	16.94	16.94	21.18
16 years	15.89	21.18	21.18	26.48
17 years	19.07	25.42	25.42	31.78
18 years	22.25	29.66	29.66	37.08



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Age	Monday to Saturday – first 2 hours	Monday to Saturday – after 2 hours	Sunday	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
19 years	25.43	33.90	33.90	42.38
20 years	28.61	38.14	38.14	47.68

**A.3.3 Casual junior employees—ordinary and penalty rates**

Age	Ordinary hours	Evening work – between 9.00 pm and midnight	Evening work – after midnight	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>135%</b>	<b>140%</b>	<b>150%</b>	<b>175%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 1</b>						
Under 16 years	9.73	10.50	10.89	11.67	13.62	21.40
16 years	12.15	13.12	13.61	14.58	17.01	26.73
17 years	14.59	15.75	16.34	17.51	20.42	32.09
18 years	17.01	18.37	19.05	20.42	23.82	37.43
19 years	19.44	20.99	21.77	23.33	27.21	42.76
20 years	21.88	23.63	24.50	26.25	30.63	48.13
<b>Level 2</b>						
Under 16 years	10.31	11.14	11.55	12.38	14.44	22.69
16 years	12.89	13.92	14.43	15.47	18.04	28.35
17 years	15.46	16.70	17.32	18.56	21.65	34.02
18 years	18.04	19.48	20.20	21.65	25.25	39.68
19 years	20.61	22.26	23.09	24.74	28.86	45.35
20 years	23.19	25.04	25.97	27.83	32.46	51.01

Exposure draft – Fast Food Industry Award 2016

Age	Ordinary hours	Evening work – between 9.00 pm and midnight	Evening work – after midnight	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>135%</b>	<b>140%</b>	<b>150%</b>	<b>175%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 3—In charge of one or no persons</b>						
Under 16 years	10.46	11.30	11.72	12.56	14.65	23.02
16 years	13.08	14.12	14.64	15.69	18.31	28.77
17 years	15.70	16.96	17.58	18.84	21.98	34.54
18 years	18.31	19.78	20.51	21.98	25.64	40.29
19 years	20.93	22.60	23.44	25.11	29.30	46.04
20 years	23.55	25.43	26.38	28.26	32.97	51.81
<b>Level 3—In charge of two or more persons</b>						
Under 16 years	10.59	11.43	11.86	12.71	14.82	23.29
16 years	13.24	14.30	14.83	15.89	18.53	29.12
17 years	15.89	17.16	17.79	19.07	22.24	34.95
18 years	18.54	20.02	20.76	22.25	25.95	40.78
19 years	21.19	22.88	23.73	25.43	29.66	46.61
20 years	23.84	25.74	26.70	28.61	33.37	52.44

## Schedule B—Summary of Monetary Allowances

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

### B.1 Wage-related allowances:

**B.1.1** The wage-related allowances in this award are based on the standard rate as defined in clause 2 as the minimum hourly rate for a Fast Food Employee Level 2 in clause 16.1 = **\$20.61**

Allowance	Clause	% of standard rate \$20.61	\$ per hour unless otherwise specified
Broken Hill allowance	17.1(a)	162.7	33.53 per week
Cold work disability allowance:			
Cold chambers; stocking and refilling refrigerated storages	17.1(b)(i)	1.3	0.27
Cold chambers; below 0°C—additional to clause 17.1(b)(i)	17.1(b)(ii)	2.0	0.41

### B.1.2 Adjustment of wage-related allowances

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

### B.2 Expense-related allowances

**B.2.1** The following expense-related allowances will be payable to employees in accordance with clause 17.2:

Allowance	Clause	\$
Meal allowance:		
More than one hour's overtime without 24 hours' notice	17.2(a)	12.51 per meal
Further four hours' overtime		11.30 per meal
Special clothing allowance—laundering:		
Full-time employee	17.2(b)(ii)	6.25 per week
Part-time or casual employee	17.2(b)(ii)	1.25 per shift
Transport allowance:		
Own motor vehicle—other than primarily delivery duties	17.2(f)(i)	0.78 per km
Own motor vehicle—primarily delivery duties	17.2(f)(ii)	0.41 per km

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

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

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

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

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## Schedule C—Supported Wage System

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

**C.2** In this schedule:

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

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

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

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

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

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

### **C.3 Eligibility criteria**

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

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

## **C.4 Supported wage rates**

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

<b>Assessed capacity (clause C.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

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

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

## **C.5 Assessment of capacity**

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

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

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

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

**C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

### **C.7 Review of assessment**

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

### **C.8 Other terms and conditions of employment**

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

### **C.9 Workplace adjustment**

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

### **C.10 Trial period**

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

## Schedule D—National Training Wage

The National Training Wage schedule may be affected by [AM2016/17](#)

### D.1 Title

This is the *National Training Wage Schedule*.

### D.2 Definitions

In this schedule:

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

**approved training** means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*



**trainee** is an employee undertaking a traineeship under a training contract

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

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

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

**Year 10** includes any year before Year 10

### **D.3 Coverage**

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause D.7 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause D.7 to this schedule.
- D.3.3** This schedule does not apply to:
- (a) the apprenticeship system;
  - (b) qualifications not identified in training packages; or
  - (c) qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

## D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

## D.5 Minimum Wages

### D.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

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

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

#### (b) Wage Level B

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

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

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

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

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

**(d) AQF Certificate Level IV traineeships**

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

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

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

#### D.5.2 Minimum wages for part-time traineeships

##### (a) Wage Level A

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

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

**(b) Wage Level B**

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

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

**(c) Wage Level C**

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause D.7 are as follows when the trainee works ordinary hours:

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

**(e) AQF Certificate Level IV traineeships**

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

**(f) Calculating the actual minimum wage**

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

### **D.5.3 Other minimum wage provisions**

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

### **D.5.4 Default wage rate**

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

## **D.6 Employment conditions**

**D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

**D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

**D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

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

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

## **D.7 Allocation of Traineeships to Wage Levels**

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

**D.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III



<b>Training package</b>	<b>AQF certificate level</b>
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

**D.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III

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

**D.7.3 Wage Level C**

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

## Schedule E—Agreement to Take Annual Leave in Advance

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

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

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

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

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

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

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

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

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

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

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

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

**I agree that:**

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

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

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

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

## Schedule F—Agreement to Cash Out Annual Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Schedule G—2016 Part-day Public Holidays

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

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

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

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