

The Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
18 December 2015	Exposure draft	
14 July 2017	Incorporates changes resulting from PR580863	Schedule F
	Incorporates changes resulting from [2016] FWCFB 3500 , PR579893 , PR579610 and PR581528	10, 11, Schedule A, Schedule B, Schedule C, Schedule E
	Incorporates changes resulting from PR583035	15, Schedule H, Schedule I
	Incorporates changes resulting from PR584120	13.3, Schedule J
	Incorporates changes resulting from [2017] FWCFB 3500 , PR592206 , PR592358 and PR592689 .	10, 11, Schedule A, Schedule B, Schedule C, Schedule E
	Incorporates changes resulting from [2017] FWCFB 3541	6
	Incorporates changes resulting from [2017] FWCFB 3433	1, 3, 10, 15, Schedule G
	Exposure draft	
1 March 2019	Incorporates changes resulting from [2017] FWCFB 4174 , PR596349	Schedule E
	Incorporate changes resulting from PR598110	Schedule F
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606430 , PR606581 , PR606630	10, 11, Schedule A, Schedule B, Schedule C, Schedule E
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609433	20
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700672 , PR700588	6
	Incorporates changes resulting from PR701683	Schedule F
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701507	4A
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610270	4, 21, 23, 23A, 24
	Incorporates changes resulting from [2018] FWCFB 1548	5.2

The Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:		
Publication date	Reason for amendments	Clauses affected
	Administrative changes by Modern Awards team	10.5 (deleted), 10A
	Incorporates changes resulting from [2018] FWCFB 4735, PR610138	10A

A text box indicates that the Exposure Draft has been amended.

Changes agreed to by parties appear in red text.

Underlined text indicates new text that is to be included as a result of a technical and drafting decision.

Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.

Changes resulting from a determination are incorporated without any underlined text or strikethrough text.

EXPOSURE DRAFT

Miscellaneous Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Miscellaneous Award 2010* as at 18 December 2015. This exposure draft does not seek to amend any entitlements under the *Miscellaneous 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 [AM2014/237](#). 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

	Page
Part 1— Application and Operation.....	5
1. Title and commencement.....	5
2. The National Employment Standards and this award	5

3.	Coverage	5
4.	Individual flexibility arrangements	6
4A.	Requests for flexible working arrangements	8
5.	Facilitative provisions	9
Part 2— Types of Employment and Classifications		10
6.	Types of employment.....	10
7.	Classifications.....	13
Part 3— Hours of Work.....		13
8.	Ordinary hours of work and rostering	13
9.	Breaks.....	13
Part 4— Wages and Allowances		14
10.	Minimum wages	14
10A.	Payment of wages.....	18
11.	Allowances.....	18
12.	Superannuation	20
Part 5— Penalties and Overtime		20
13.	Overtime.....	20
14.	Penalty rates.....	22
Part 6— Leave, Public Holidays and Other NES Entitlements.....		22
15.	Annual leave	22
16.	Personal/carer’s leave and compassionate leave	26
17.	Parental leave and related entitlements	27
18.	Community service leave.....	27
19.	Public holidays.....	27
20.	Leave to deal with family and domestic violence	27
21.	Termination of employment	29
22.	Redundancy	30
Part 7— Consultation and Dispute Resolution		31
23.	Consultation about major workplace change.....	31
23A.	Consultation about changes to rosters or hours of work	32
24.	Dispute resolution.....	33

Schedule A —Summary of Hourly Rates of Pay.....34

Schedule B —Summary of Monetary Allowances41

Schedule C —Supported Wage System.....42

Schedule D —School-based Apprentices.....45

Schedule E —National Training Wage.....46

Schedule F —Part-day Public Holidays59

Schedule G —Definitions60

Schedule H —Agreement to Take Annual Leave in Advance61

Schedule I —Agreement to Cash Out Annual Leave62

Schedule J —Agreement for Time Off Instead of Payment for Overtime63

DRAFT

Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Miscellaneous Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule G—Definitions sets out definitions that apply in this award.
- 1.5 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. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 2.3 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.

3. Coverage

- 3.1 Subject to clauses 3.2, 3.3 and 3.4 this award covers employers throughout Australia and their employees in the classifications listed in clause 7—Classifications who are not covered by any other modern award.
- 3.2 The award does not cover those classes of employees who, because of the nature or seniority of their role, have not traditionally been covered by awards including managerial employees and professional employees such as accountants and finance, marketing, legal, human resources, public relations and information technology specialists.

3.3 The award does not cover employees:

- (a) in an industry covered by a modern award who are not within a classification in that modern award; or
- (b) in a class exempted by a modern award from its operation, or employers in relation to those employees.

3.4 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

3.5 This award covers any employer which supplies on-hire employees in classifications set out in clause 7—Classifications and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

3.6 This award covers employers which provide group training services for apprentices and trainees under this award and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

4. Individual flexibility arrangements

Clause 4 substituted in accordance with [PR610270](#)

4.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

- 4.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 4.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 4.4** An employer who wishes to initiate the making of an agreement must:
- (a)** give the employee a written proposal; and
 - (b)** if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 4.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 4.6** An agreement must do all of the following:
- (a)** state the names of the employer and the employee; and
 - (b)** identify the award term, or award terms, the application of which is to be varied; and
 - (c)** set out how the application of the award term, or each award term, is varied; and
 - (d)** set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e)** state the date the agreement is to start.
- 4.7** An agreement must be:
- (a)** in writing; and
 - (b)** signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 4.8** Except as provided in clause 4.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 4.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 4.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 4.11** An agreement may be terminated:
- (a)** at any time, by written agreement between the employer and the employee; or
 - (b)** by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 4.12** An agreement terminated as mentioned in clause 4.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 4.13** The right to make an agreement under clause 4 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

4A. Requests for flexible working arrangements

Clause 4A inserted in accordance with [PR701507](#)

4A.1 Employee may request change in working arrangements

Clause 4A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

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

Note 3: Clause 4A is an addition to s.65.

4A.2 Responding to the request

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

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

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

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

4A.3 What the written response must include if the employer refuses the request

Clause 4A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 4A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 4A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

4A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 4A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

4A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 4A, can be dealt with under clause 24—Dispute resolution.

5. Facilitative provisions

5.1 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.

Clause 5.2 amended in accordance with [\[2018\] FWCFB 1548](#) at [756]

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

Clause	Provision	Agreement between an employer and:
8.5	Ordinary hours of work	
<u>13.3</u>	<u>Time off instead of payment for overtime</u>	<u>An individual</u>
<u>15.5</u>	<u>Annual leave in advance</u>	<u>An individual</u>
<u>15.6</u>	<u>Cashing out of annual leave</u>	<u>An individual</u>

Clause	Provision	Agreement between an employer and:
19.2	Substitution of public holidays—NES	The majority of employees
19.3	Substitution of public holidays	An individual

Part 2—Types of Employment and Classifications

6. Types of employment

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

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

6.2 Full-time employees

The ordinary hours of full-time employees are an average of 38 per week.

6.3 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work less than full-time hours of 38 per week;
 - (ii) has predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to full-time employees in the same classification.
- (b) At the time of engagement the employer and the part-time employee must agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day.
- (c) A part-time employee's hours once fixed can be varied at any time by agreement. Any agreed variation to the regular pattern of hours will be recorded in writing.

6.4 Casual employees

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

(a) Casual loading

- (i) For each ordinary hour worked, a casual employee must be paid:
 - the minimum hourly rate; and
 - a loading of **25%** of the minimum hourly rate,

for the classification for which they are employed.

- (ii) The casual loading is instead of the paid leave to which full-time employees are entitled under the [NES](#) and this award.

Clause 6.4(b) inserted in accordance with [PR700672](#)

- (b) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

6.5 Right to request casual conversion

Clause 6.5 inserted in accordance with [PR700588](#)

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

- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 24. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 6.3(b).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

7. Classifications

7.1 A description of the classifications under this award is set out below.

(a) **Level 1**

An employee at this level has been employed for a period of less than three months and is not carrying out the duties of a level 3 or level 4 employee.

(b) **Level 2**

An employee at this level has been employed for at least three months and is not carrying out the duties of a level 3 or level 4 employee.

(c) **Level 3**

An employee at this level has a trade qualification or equivalent and is carrying out duties requiring such qualifications.

(d) **Level 4**

An employee at this level has advanced trade qualifications and is carrying out duties requiring such qualifications or is a sub-professional employee.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours are fixed in accordance with clause 6—Types of employment.

8.2 Ordinary hours for full-time and part-time employees are to be worked on a regular basis with fixed starting and finishing times over a maximum of six days per week.

8.3 On average a full-time or part-time employee must not be required to work ordinary hours on more than 20 days in any 28 day period.

8.4 Once fixed, the starting and finishing times can be varied by agreement at any time or by the employer on seven days' notice.

8.5 Ordinary hours are not to exceed 10 hours on any day or shift except by agreement in which case the maximum number of ordinary hours is 12.

9. Breaks

An employee must not be required to work for more than five hours without an unpaid meal break of at least 30 minutes.

Part 4—Wages and Allowances

10. Minimum wages

Rates updated as a result of AWR 2018

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

Employee classification	Minimum weekly rate (full-time employees)	Minimum hourly rate
	\$	\$
Level 1	719.20	18.93
Level 2	768.30	20.22
Level 3	837.40	22.04
Level 4	913.70	24.04

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

10.2 Apprentice minimum wages

- (a) An apprentice (other than an adult apprentice) must be paid a minimum of the following percentage of the standard rate (Level 3):

Year of apprenticeship	% of Level 3
First	55
Second	65
Third	80
Fourth	95

- (b) An adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be paid:
- (i) **80%** of the minimum hourly rate for Level 3 in clause 10.1; or
 - (ii) the rate prescribed by clause 10.2(a) for the relevant year of the apprenticeship,
- whichever is the greater.
- (c) An adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be paid:

- (i) the rate for the lowest adult classification in clause 10.1; or
- (ii) the rate prescribed by clause 10.2(a) for the relevant year of the apprenticeship,

whichever is the greater.

- (d) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that:
 - (i) the person has been an employee in that enterprise for at least six months as a full-time employee; or
 - (ii) 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship- ,
 - (iii) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 10.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

10.3 Apprentice conditions of employment

Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

(a) Block release training

- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.
- (ii) Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (iii) For the purposes of clause 10.3(a)(i), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- (iv) For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(b) Reduction of payment

- (i) The amount payable by an employer under 10.3(a)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (ii) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer:

 - within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
 - within three months of the commencement of the training provided by the RTO,

whichever is the later, unless there is unsatisfactory progress.
- (iii) An employer may meet its obligations under 10.3(b)(ii) by paying any fees and/or cost of textbooks directly to the RTO.

(c) Attending training

- (i) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (ii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule D—School-based Apprentices
- (d) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

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

10.4 Junior minimum wages

The minimum wages for juniors are:

Age	% of relevant adult minimum rate
Under 16 years	36.8
16 years	47.3
17 years	57.8
18 years	68.3
19 years	82.5
20 years	97.7

See clause A.3 for a summary of hourly rates of pay for junior employees including overtime and penalties.

10.5 — Payment of wages

Clause 10.5 renumbered as clause 10A

~~Payment of wages is dealt with in s.323 of the Act.~~

~~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.~~

10.5 10.6 Higher duties

An employee engaged for more than four hours on any one day or shift in the duties of a higher classification must be paid the minimum hourly rate for that classification for the whole day or shift.

10.6 10.7 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.

10.7 10.8 School-based apprentices

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

10.8 10.9 National training wage

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

10A. Payment of wages

Clause 10.5 renumbered as clause 10A; Note moved; Clause 10A varied in accordance with [PR610138](#)

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.

10A.1 Payment of wages is dealt with in s.323 of the [Act](#).

10A.2 Payment on termination of employment

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

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

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

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

11. Allowances

11.1 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.

11.2 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2018

(a) First aid allowance

An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from St John Ambulance or similar body, must be paid an extra **\$16.75** per week if appointed by their employer to perform first aid duties.

(b) Leading hand/in charge allowance

A team leader or leading hand in charge of three or more employees must be paid:

In charge of	\$ per week
3–10 employees	36.85
11–20 employees	54.43
More than 20 employees	69.50

11.3 Expense related allowances

Monetary amounts in this clause adjusted as a result of AWR 2018

(a) Clothing reimbursement

An employee required to provide special clothing or a uniform must be reimbursed by the employer for the cost of such clothing.

(b) Meal allowance

(i) An employee required to work more than one hour of overtime after the employee’s ordinary time of ending work without being given 24 hours’ notice must be either provided with a meal or paid a meal allowance of **\$18.29**.

(ii) If the overtime exceeds four hours a further meal allowance of **\$16.57** must be paid.

(c) Vehicle allowance

An employee who agrees with their employer to use their own motor vehicle on the employer’s business must be paid an allowance of **\$0.78** per kilometre.

(d) Reimbursement of expenses

An employee must be reimbursed all reasonable expenses incurred at the direction of the employer.

See Schedule B for a summary of monetary allowances.

12. Superannuation

12.1 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.

12.2 Superannuation contributions for defined benefit members

An employer is permitted to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.

Part 5—Penalties and Overtime

13. Overtime

13.1 All time worked in excess of an average of 38 hours per week by a full-time employee or in excess of the agreed number of hours per week by a part-time employee is overtime and must be paid at the following rates:

	% of minimum hourly rate
First 3 hours	150
After 3 hours	200

13.2 In the case of part-time employees, the agreed number of hours means the number of hours agreed in writing either at the commencement of employment or subsequently.

13.3 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 13.3.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 13.3 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 13.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 13.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 13.3 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 13.3 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 13.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 13.3.

14. Penalty rates

All work performed by an employee outside of ordinary hours, which is not overtime will be paid at the following rates:

	Full-time and part-time employees	Casual employees
	% of minimum hourly rate	
Monday to Friday—outside 7.00 am – 7.00 pm	120	145
Saturday—all day	120	145
Sunday—all day	150	175
Public holidays—all day	250	250

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

15.1 Annual leave is provided for in the [NES](#).

15.2 Definition of a shiftworker

For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the [Act](#), a **shiftworker** is an employee who works ordinary hours over seven days of the week and is regularly rostered to work on Sundays and public holidays.

15.3 Annual leave loading

When taking a period of paid annual leave an employee must be paid a loading of **17.5%** in addition to the payment required by the [NES](#) or the ordinary pay they would have received for the period of the leave, whichever is the greater.

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

15.4 Annual close down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause.
- (b) In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.
- (c) Where an employee has been given notice pursuant to clause 15.4(a) and the employee has:
 - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
 - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (d) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

15.5 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 15.5 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 15.5 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 15.5, 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.

15.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.6.
- (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 15.6 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 15.6 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 15.6 as an employee record.

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

Note 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.6.

Note 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.6.

Note 3: An example of the type of agreement required by clause 15.6 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

15.7 Excessive leave accruals: general provision

Note: Clauses 15.7 to 15.9 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 [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 15.2).
- (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 15.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under 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 15.7, 15.8 or 15.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under 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 15.8(b)(i).

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

15.9 Excessive leave accruals: request by employee for leave

Clause 15.9 substituted in accordance with [PR583035](#) (15.9(a) deleted)

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 15.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 15.8(a) that, when any other paid annual leave arrangements (whether made under clause 15.7, 15.8 or 15.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.7, 15.8 or 15.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 15.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

16. Personal/carer's leave and compassionate leave

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

17. Parental leave and related entitlements

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

18. Community service leave

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

19. Public holidays

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

19.2 By agreement between an employer and the majority of employees in an enterprise another day may be substituted for a public holiday provided for in the [NES](#).

19.3 An employer and an employee may agree on the substitution of another day for a day substituted under clause 19.2.

19.4 All worked performed by an employee on a public holiday will be paid in accordance with clause 14—Penalty rates.

19.5 Part-day public holiday

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

20. Leave to deal with family and domestic violence

Clause 20 inserted in accordance with [PR609433](#)

20.1 This clause applies to all employees, including casuals.

20.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- (b) A reference to a spouse or de facto partner in the definition of family member in clause 20.2(a) includes a former spouse or de facto partner.

20.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

20.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

20.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

20.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 20. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 20 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 20.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

20.7 Confidentiality

- (a)** Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 20.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b)** Nothing in clause 20 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

20.8 Compliance

An employee is not entitled to take leave under clause 20 unless the employee complies with clause 20.

21. Termination of employment

Clause 21 inserted in accordance with [PR610270](#)

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

21.1 Notice of termination by an employee

- (a)** Clause 21.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b)** An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

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

21.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 21.2 is to be taken at times that are convenient to the employee after consultation with the employer.

22. Redundancy

22.1 Redundancy pay is provided for in the [NES](#).

22.2 Transfer to lower paid duties

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.

22.3 Employee leaving during 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 this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

22.4 Job search entitlement

- (a) 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) 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.
- (c) This entitlement applies instead of clause 21.2.

Part 7—Consultation and Dispute Resolution

23. Consultation about major workplace change

Clause 23 substituted in accordance with [PR610270](#)

- 23.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 23.2** For the purposes of the discussion under clause 23.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and

- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

23.3 Clause 23.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

23.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 23.1(b).

23.5 In clause 23 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

23.6 Where this award makes provision for alteration of any of the matters defined at clause 23.5, such alteration is taken not to have significant effect.

23A. Consultation about changes to rosters or hours of work

Clause 23A inserted in accordance with [PR610270](#)

23A.1 Clause 23A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

23A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

23A.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 23A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

- 23A.4** The employer must consider any views given under clause 23A.3(b).
- 23A.5** Clause 23A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

24. Dispute resolution

Clause 24 substituted in accordance with [PR610270](#)

- 24.1** Clause 24 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 24.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 24.3** If the dispute is not resolved through discussion as mentioned in clause 24.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 24.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 24.2 and 24.3, a party to the dispute may refer it to the Fair Work Commission.
- 24.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 24.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 24.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 24.
- 24.8** While procedures are being followed under clause 24 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
 - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 24.9** Clause 24.8 is subject to any applicable work health and safety legislation.

Schedule A—Summary of Hourly Rates of Pay

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

Rates updated as a result of AWR 2018

A.1 Adult full-time and part-time employees

A.1.1 Adult full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Monday to Friday¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of minimum hourly rate				
	100%	120%	120%	150%	250%
	\$	\$	\$	\$	\$
Level 1	18.93	22.72	22.72	28.40	47.33
Level 2	20.22	24.26	24.26	30.33	50.55
Level 3	22.04	26.45	26.45	33.06	55.10
Level 4	24.04	28.85	28.85	36.06	60.10

¹ All worked performed outside hours of 7.00 am and 7.00 pm.

A.1.2 Adult full-time and part-time employees—overtime rates

	First 3 hours	After 3 hours	Public holiday
	% of minimum hourly rate		
	150%	200%	250%
	\$	\$	\$
Level 1	28.40	37.86	47.33
Level 2	30.33	40.44	50.55
Level 3	33.06	44.08	55.10
Level 4	36.06	48.08	60.10

A.2 Adult casual employees

A.2.1 Adult casual employees—ordinary and penalty rates

	Ordinary hours	Monday to Friday¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of minimum hourly rate				
	125%	145%	145%	175%	250%
	\$	\$	\$	\$	\$
Level 1	23.66	27.45	27.45	33.13	47.33
Level 2	25.28	29.32	29.32	35.39	50.55

	Ordinary hours	Monday to Friday ¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of minimum hourly rate				
	125%	145%	145%	175%	250%
	\$	\$	\$	\$	\$
Level 3	27.55	31.96	31.96	38.57	55.10
Level 4	30.05	34.86	34.86	42.07	60.10

¹ All worked performed outside hours of 7.00 am and 7.00 pm.

A.3 Junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 10.4. Adult rates apply from 21 years of age in accordance with clause 10.4.

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

Age	Junior hourly rate – ordinary hours	Monday to Friday ¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior hourly rate				
	100%	120%	120%	150%	250%
	\$	\$	\$	\$	\$
Level 1					
16 years or under	6.97	8.36	8.36	10.46	17.43
16 years	8.95	10.74	10.74	13.43	22.38
17 years	10.94	13.13	13.13	16.41	27.35
18 years	12.93	15.52	15.52	19.40	32.33
19 years	15.62	18.74	18.74	23.43	39.05
20 years	18.49	22.19	22.19	27.74	46.23
Level 2					
16 years or under	7.44	8.93	8.93	11.16	18.60
16 years	9.56	11.47	11.47	14.34	23.90
17 years	11.69	14.03	14.03	17.54	29.23
18 years	13.81	16.57	16.57	20.72	34.53
19 years	16.68	20.02	20.02	25.02	41.70
20 years	19.75	23.70	23.70	29.63	49.38
Level 3					
16 years or under	8.11	9.73	9.73	12.17	20.28
16 years	10.42	12.50	12.50	15.63	26.05

Age	Junior hourly rate – ordinary hours	Monday to Friday ¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior hourly rate				
	100%	120%	120%	150%	250%
	\$	\$	\$	\$	\$
17 years	12.74	15.29	15.29	19.11	31.85
18 years	15.05	18.06	18.06	22.58	37.63
19 years	18.18	21.82	21.82	27.27	45.45
20 years	21.53	25.84	25.84	32.30	53.83
Level 4					
16 years or under	8.85	10.62	10.62	13.28	22.13
16 years	11.37	13.64	13.64	17.06	28.43
17 years	13.90	16.68	16.68	20.85	34.75
18 years	16.42	19.70	19.70	24.63	41.05
19 years	19.83	23.80	23.80	29.75	49.58
20 years	23.49	28.19	28.19	35.24	58.73

¹ All worked performed outside hours of 7.00 am and 7.00 pm

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

Age	First 3 hours	After 3 hours	Public holidays
	% of junior hourly rate		
	150%	200%	250%
	\$	\$	\$
Level 1			
16 years or under	10.46	13.94	17.43
16 years	13.43	17.90	22.38
17 years	16.41	21.88	27.35
18 years	19.40	25.86	32.33
19 years	23.43	31.24	39.05
20 years	27.74	36.98	46.23
Level 2			
16 years or under	11.16	14.88	18.60
16 years	14.34	19.12	23.90
17 years	17.54	23.38	29.23
18 years	20.72	27.62	34.53

Age	First 3 hours	After 3 hours	Public holidays
	% of junior hourly rate		
	150%	200%	250%
	\$	\$	\$
19 years	25.02	33.36	41.70
20 years	29.63	39.50	49.38
Level 3			
16 years or under	12.17	16.22	20.28
16 years	15.63	20.84	26.05
17 years	19.11	25.48	31.85
18 years	22.58	30.10	37.63
19 years	27.27	36.36	45.45
20 years	32.30	43.06	53.83
Level 4			
16 years or under	13.28	17.70	22.13
16 years	17.06	22.74	28.43
17 years	20.85	27.80	34.75
18 years	24.63	32.84	41.05
19 years	29.75	39.66	49.58
20 years	35.24	46.98	58.73

A.3.3 Casual junior employees—ordinary and penalty rates

Age	Junior hourly rate – Ordinary hours	Monday to Friday ¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior hourly rate				
	125%	145%	145%	175%	250%
	\$	\$	\$	\$	\$
Level 1					
16 years or under	8.71	10.11	10.11	12.20	17.43
16 years	11.19	12.98	12.98	15.66	22.38
17 years	13.68	15.86	15.86	19.15	27.35
18 years	16.16	18.75	18.75	22.63	32.33
19 years	19.53	22.65	22.65	27.34	39.05
20 years	23.11	26.81	26.81	32.36	46.23

Exposure Draft—Miscellaneous Award 20XX

Age	Junior hourly rate – Ordinary hours	Monday to Friday¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior hourly rate				
	125%	145%	145%	175%	250%
	\$	\$	\$	\$	\$
Level 2					
16 years or under	9.30	10.79	10.79	13.02	18.60
16 years	11.95	13.86	13.86	16.73	23.90
17 years	14.61	16.95	16.95	20.46	29.23
18 years	17.26	20.02	20.02	24.17	34.53
19 years	20.85	24.19	24.19	29.19	41.70
20 years	24.69	28.64	28.64	34.56	49.38
Level 3					
16 years or under	10.14	11.76	11.76	14.19	20.28
16 years	13.03	15.11	15.11	18.24	26.05
17 years	15.93	18.47	18.47	22.30	31.85
18 years	18.81	21.82	21.82	26.34	37.63
19 years	22.73	26.36	26.36	31.82	45.45
20 years	26.91	31.22	31.22	37.68	53.83
Level 4					
16 years or under	11.06	12.83	12.83	15.49	22.13
16 years	14.21	16.49	16.49	19.90	28.43
17 years	17.38	20.16	20.16	24.33	34.75
18 years	20.53	23.81	23.81	28.74	41.05
19 years	24.79	28.75	28.75	34.70	49.58
20 years	29.36	34.06	34.06	41.11	58.73
¹ All worked performed outside hours of 7.00 am and 7.00 pm					

A.4 Apprentice rates

A.4.1 The **junior apprentice hourly rate** is based on a percentage of the Level 3 adult weekly rate in accordance with clause 10.2(a).

A.4.2 The **adult apprentice hourly rate** is calculated in accordance with clause 10.2(c).

A.4.3 Junior apprentices—ordinary and penalty rates

Year	Junior apprentice hourly rate – ordinary hours	Monday to Friday ¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior apprentice hourly rate				
	100%	120%	120%	150%	250%
	\$	\$	\$	\$	\$
1st year	12.12	14.54	14.54	18.18	30.30
2nd year	14.32	17.18	17.18	21.48	35.80
3rd year	17.63	21.16	21.16	26.45	44.08
4th year	20.94	25.13	25.13	31.41	52.35

¹ All worked performed outside hours of 7.00 am and 7.00 pm

A.4.4 Junior apprentices—overtime rates

Year	First 3 hours	After 3 hours	Public holiday
	% of junior apprentice hourly rate		
	150%	200%	250%
	\$	\$	\$
1st year	18.18	24.24	30.30
2nd year	21.48	28.64	35.80
3rd year	26.45	35.26	44.08
4th year	31.41	41.88	52.35

A.4.5 Adult apprentices who commenced on or after 1 January 2014—ordinary and penalty rates

Year	Adult apprentice hourly rate – ordinary hours	Monday to Friday ¹	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of adult apprentice hourly rate				
	100%	120%	120%	150%	250%
	\$	\$	\$	\$	\$
1st year	17.63	21.16	21.16	26.45	44.08
2nd year	18.93	22.72	22.72	28.40	47.33
3rd year	18.93	22.72	22.72	28.40	47.33
4th year	20.94	25.13	25.13	31.41	52.35

¹ All worked performed outside of hours of 7.00 am and 7.00 pm

A.4.6 Adult apprentices who commenced on or after 1 January 2014—overtime rates

Year	First 3 hours	After 3 hours	Public holiday
	% of adult apprentice hourly rate		
	150%	200%	250%
	\$	\$	\$
1st year	26.45	35.26	44.08
2nd year	28.40	37.86	47.33
3rd year	28.40	37.86	47.33
4th year	31.41	41.88	52.35

Schedule B—Summary of Monetary Allowances

Monetary amounts in this schedule adjusted as a result of AWR 2018

See clause 11 for full details of allowances payable under this award.

B.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule G as the minimum weekly wage rate for Level 3 in clause 10.1 = \$ 837.40.

Allowance	Clause	% of standard rate \$837.40	\$ per week
First aid allowance	11.2(a)	2.0	16.75
Leading hand/in charge allowance—in charge of:	11.2(b)		
3–10 employees		4.4	36.85
11–20 employees		6.5	54.43
More than 20 employees		8.3	69.50

B.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.3:

Allowance	Clause	\$
Meal allowances	11.3(b)	
Overtime of more than one hour without 24 hours' notice		18.29 per occasion
Overtime exceeding four hours		16.57 per occasion
Vehicle allowance	11.3(c)	0.78 per km

B.2.1 Adjustment of expense related allowances

B.2.2 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.

B.2.3 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

Schedule C—Supported Wage System

Schedule C updated in accordance with [PR606630](#)

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

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:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
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 **\$86** 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 \$86 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—School-based Apprentices

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

Schedule E—National Training Wage

Schedule E substituted by [PR606430](#)

E.1 Definitions

E.1.1 In this schedule:

adult trainee means 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, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant Ministers means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to 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:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

- (a) has been approved by the relevant State or Territory training authority; and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) leads to an AQF certificate level qualification.

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

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

wage level A, B or C, see clause E.4.

Year 10 includes any year before Year 10.

E.1.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

- (a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and
- (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 after the completion during that year of a year of schooling.

E.2 Coverage

E.2.1 Subject to clauses E.2.2 to E.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause E.6 or by clause E.4.4.

E.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.6.

E.2.3 This schedule does not apply to:

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

E.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

E.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

E.3 Types of traineeship

The following types of traineeship are available:

E.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;

E.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

- (a) wholly on the job; or
- (b) partly on the job and partly off the job; or
- (c) wholly off the job.

E.4 Minimum rates

E.4.1 Minimum weekly rates for full-time traineeships

(a) Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the weekly rate specified in Column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2		
	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
School leaver	\$323.10	\$355.80	\$423.90
Plus 1 year out of school	\$355.80	\$423.90	\$493.30
Plus 2 years out of school	\$423.90	\$493.30	\$574.10
Plus 3 years out of school	\$493.30	\$574.10	\$657.30
Plus 4 years out of school	\$574.10	\$657.30	
Plus 5 or more years out of school	\$657.30		

NOTE: See clause E.4.3 for other minimum wage provisions that affect this paragraph.

(b) Wage level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the weekly rate specified in Column 2 of

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of

schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$323.10	\$355.80	\$412.40
Plus 1 year out of school	\$355.80	\$412.40	\$474.40
Plus 2 years out of school	\$412.40	\$474.40	\$556.40
Plus 3 years out of school	\$474.40	\$556.40	\$634.70
Plus 4 years out of school	\$556.40	\$634.70	
Plus 5 or more years out of school	\$634.70		

(c) **Wage level C**

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.1 is the weekly rate specified in Column 2 of **Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$323.10	\$355.80	\$412.40
Plus 1 year out of school	\$355.80	\$412.40	\$464.30
Plus 2 years out of school	\$412.40	\$464.30	\$518.70
Plus 3 years out of school	\$464.30	\$518.70	\$577.90
Plus 4 years out of school	\$518.70	\$577.90	
Plus 5 or more years out of school	\$577.90		

NOTE: See clause E.4.3 for other minimum wage provisions that affect this paragraph.

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

- (i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of **Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
A	\$682.70	\$709.10
B	\$658.60	\$683.90
C	\$599.40	\$622.00

NOTE: See clause E.4.3 for other minimum wage provisions that affect this paragraph.

E.4.2 Minimum hourly rates for part-time traineeships

(a) **Wage level A**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the hourly rate specified in Column 2 of **Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.63	\$11.72	\$13.95

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
Plus 1 year out of school	\$11.72	\$13.95	\$16.24
Plus 2 years out of school	\$13.95	\$16.24	\$18.88
Plus 3 years out of school	\$16.24	\$18.88	\$21.61
Plus 4 years out of school	\$18.88	\$21.61	
Plus 5 or more years out of school	\$21.61		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(b) Wage level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the hourly rate specified in Column 2 of **Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.63	\$11.72	\$13.58
Plus 1 year out of school	\$11.72	\$13.58	\$15.61
Plus 2 years out of school	\$13.58	\$15.61	\$18.32
Plus 3 years out of school	\$15.61	\$18.32	\$20.89
Plus 4 years out of school	\$18.32	\$20.89	
Plus 5 or more years out of school	\$20.89		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(c) Wage level C

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and

AQF certificate levels are allocated to wage level C by clause E.6.3 is the hourly rate specified in Column 2 of **Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.63	\$11.72	\$13.58
Plus 1 year out of school	\$11.72	\$13.58	\$15.27
Plus 2 years out of school	\$13.58	\$15.27	\$17.06
Plus 3 years out of school	\$15.27	\$17.06	\$19.01
Plus 4 years out of school	\$17.06	\$19.01	
Plus 5 or more years out of school	\$19.01		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(d) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is 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 E.6 or by clause E.4.4 is the hourly rate in Column 1 or 2 of **Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1	Column 2
Year 11 or lower	Year 12
per hour	per hour
\$10.63	\$11.72

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(e) AQF Certificate Level IV traineeships

- (i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**
- (iii) , according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
A	\$22.45	\$23.33
B	\$21.64	\$22.48
C	\$19.72	\$20.47

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(f) Calculating the actual minimum wage

- (i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses E.4.2(a) to (e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses E.4.2(a) to (e)E.4.2(e) applies to each ordinary hour worked by the trainee.
- (iii) If 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 hourly rate in clauses E.4.2(a) to (e) minus 20% applies to each ordinary hour worked by the trainee.

E.4.3 Other minimum wage provisions

- (a) Clause E.4.3 applies despite anything to the contrary in clause E.4.4 or E.3.2.
- (b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.
- (c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in paragraph (b), casual loadings are to be disregarded.
- (d) 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, if a higher minimum wage is provided for the new AQF certificate level.

E.4.4 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 E.6 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.

E.5 Employment conditions

- E.5.1** A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.
- E.5.2** A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- E.5.3** 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.
- E.5.4** The time to be included for the purpose of calculating the wages for part time trainees whose approved training is wholly off-the-job is determined by clauses E.4.2(f)(ii) and (iii) and not by clause E.5.3.
- E.5.5** Subject to clause E.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

E.6 Allocation of traineeships to wage levels

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

E.6.1 Wage level A

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

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

E.6.2 Wage level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III

Training package	AQF certificate level
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
Golf Clubs and Facilities	II, III
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III

Training package	AQF certificate level
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	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

E.6.3 Wage level C

Training package	AQF certificate level
Agriculture, Horticulture and 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 F—Part-day Public Holidays

Schedule F amended in accordance with [PR701683](#)

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

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

This schedule is not intended to detract from or supplement the [NES](#).

Schedule G—Definitions

Placement of the definitions to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

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

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (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](#)

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

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

standard rate means the minimum weekly wage for Level 3 in clause 10.1

Schedule H—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 I—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 J—Agreement for Time Off Instead of Payment for Overtime

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___