



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/81)

PHARMACEUTICAL INDUSTRY AWARD 2010

[MA000069]

Pharmaceutical industry

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Pharmaceutical Industry Award 2010 – modern award varied.

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

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

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

PRESIDENT

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Pharmaceutical Industry Award 20XX

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Part 1—Application and Operation of this Award

1. Title and commencement

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

2. Definitions

In this award, unless the contrary intention appears:

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

afternoon shift means any shift finishing after 6.00 pm and at or before midnight

continuous shifts are where work is carried on with consecutive shifts of employees throughout the 24 hours of each of at least 5 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer

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

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

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

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

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

night shift means any shift finishing after midnight and at or before 7.00 am

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

pharmaceutical industry has the meaning given in clause 4.2

standard rate means the minimum hourly rate for a Manufacturing/production worker Grade 4 classification in clause 15.1.

3. The National Employment Standards and this award

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

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the pharmaceutical industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 In this award the **pharmaceutical industry** means:
- (a) the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
 - (b) the wholesaling of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
 - (c) processes and activities that are incidental or ancillary to the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals.
- 4.3 The award does not cover employers and employees covered by the:
- (a) *Food, Beverage and Tobacco Manufacturing Award 20XX*; or
 - (b) *Manufacturing and Associated Industries and Occupations Award 20XX*.
- 4.4 This award covers any employer which supplies labour on an on-hire basis in the pharmaceutical industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5 This award covers employers which provide group training services for trainees engaged in the pharmaceutical industry and/or parts of that industry and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 4.2 are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6 This award does not cover:

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

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

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

5. Individual flexibility arrangements

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

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

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).
- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

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

6.5 Dispute resolution

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

7. Facilitative provisions

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

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

- (a) clause 13.2(c)—Ordinary hours—day workers;
- (b) clause 14.1(c)—Unpaid meal breaks;
- (c) clause 16—Payment of wages;
- (d) clause 19.4—Time off instead of payment for overtime;
- (e) clause 21.10—Annual leave in advance;
- (f) clause 21.11—Cashing out of annual leave; and
- (g) clause 26.3—Substitution of public holidays.

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

9. Full-time employees

An employee not specifically engaged as a part-time or casual employee is for all purposes of this award a full-time employee.

10. Part-time employees

10.1 A part-time employee:

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

10.2 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

10.3 Any agreed variation to the regular pattern of work will be recorded in writing.

10.4 On each occasion a part-time employee is required to attend work, the employee must be engaged for a minimum of 3 consecutive hours.

11. Casual employees

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

11.2 **Casual loading**

- (a) For each ordinary hour worked, a casual employee must be paid:
 - (i) the minimum hourly rate; and
 - (ii) a loading of **25%** of the minimum hourly rate, for the classification in which they are employed.

11.3 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.

11.4 **Right to request casual conversion**

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 29—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.4, the employer and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.4.
 - (o) Nothing in clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
 - (p) Nothing in clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
 - (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.4 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.4 by 1 January 2019.
 - (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4(q).

12. Classifications

The classification definitions are set out at Schedule A—Classification Definitions.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the [NES](#).

13.2 Ordinary hours—day workers

- (a) The ordinary hours of work for a full-time day worker are an average of 38 hours per week but not exceeding 152 hours in 28 consecutive days.
- (b) Ordinary hours are worked continuously, except for meal breaks and rest pauses, between 7.45 am and 5.15 pm, Monday to Friday.

- (c) Where the employer and the majority of employees in the affected plant, work section or sections agree, the spread of hours may be altered by up to one hour at either end of the spread.
- (d) The ordinary hours of work for a part-time employee will be in accordance with clause 10—Part-time employees.

13.3 Ordinary hours—shiftworkers

- (a) The ordinary hours of work for shiftworkers are an average of 38 hours per week but not exceeding 152 hours in 28 consecutive days.
- (b) Ordinary hours must not exceed 8 hours in any one day.
- (c) At the discretion of the employer, ordinary hours must be worked continuously on Monday to Friday, except for meal breaks.
- (d) Except at changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

14. Breaks

14.1 Unpaid meal breaks

Subject to clause 14.3:

- (a) no employee is required to work for a longer period than 5 hours without an unpaid meal break of at least half an hour;
- (b) the employer and an employee or the majority of affected employees in the plant, work section or sections concerned may agree that employees work in excess of 5 hours, but not more than 6 hours, at ordinary hourly rates without a meal break. Employees will be paid for the sixth hour at the rate applying immediately prior to the end of the fifth hour of work.
- (c) if an employer has adopted a system of ordinary working hours in which employees do not work for more than 6 hours per day or shift, and they do not work in excess of their ordinary hours on that day or shift, then the employer and the majority of those employees may agree that those employees do not have a meal break on that day or shift.

14.2 Rest breaks

Employees are entitled to 2 rest breaks of 10 minutes each throughout the day. Such breaks must be counted as time worked.

14.3 Crib time

Where an employee works continuous shifts, the employee is entitled to a paid break of 20 minutes' crib time. The time for taking the crib break may be fixed by the employer so as to not interfere with the employee's normal duties. Crib time must be counted as time worked.

Part 4—Wages and Allowances

15. Minimum rates

15.1 Adult employee minimum rates

- (a) An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Manufacturing/production worker		
Grade 1—on commencement	791.30	20.82
Grade 1—after 3 months	801.30	21.09
Grade 1—after 12 months	810.90	21.34
Grade 2	818.40	21.54
Grade 3	842.50	22.17
Grade 4	867.20	22.82
Warehouse/distribution worker		
Grade 1—on commencement	791.30	20.82
Grade 1—after 3 months	801.30	21.09
Grade 1—after 12 months	810.90	21.34
Grade 2	818.40	21.54
Grade 3	842.50	22.17
Grade 4	867.20	22.82

- (b) The following adult employees are not entitled to the minimum wages set out in the table in clause 15.1(a):
- (i) a trainee (see clause 15.4—National training wage); and
 - (ii) an employee receiving a supported wages (see Schedule D—Supported Wage System).

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

15.2 Junior employee rates

Junior employees will be entitled to the percentage of the applicable adult weekly rate (or in the case of part-time or casual employees, the hourly rate) for their classification as follows:

Age	% of adult rate
Under 17 years of age	50
At 17 years	60
At 18 years	80
At 19 years	100

15.3 Supported wage system

For employees who are eligible for a supported wage, see Schedule D—Supported Wage System.

15.4 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX* is to be read as referring to the *Pharmaceutical Industry Award 20XX* and not the *Miscellaneous Award 20XX*.

15.5 Higher duties

- (a) An employee engaged on duties carrying a higher pay rate than that for their ordinary classification must be paid the higher pay rate as follows:

Period on higher duties	Period of payment at higher pay rate
Up to 4 hours per day or shift	4 hours (subject to clause 15.5(b))
Over 4 hours per day or shift	A full day or shift
Over 20 hours in a week	A full week

- (b) Provided that for part-time or casual employees whose shift is less than 4 hours, payment will be at the higher rate for the full shift.

16. Payment of wages

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

- 16.1 Wages will be paid weekly either by cash, cheque or electronic funds transfer. If the employer and the majority of affected employees or an individual employee agree, wages may be paid fortnightly.

16.2 Payment will be no later than Thursday in each pay week, unless otherwise agreed with the majority of employees. Where a public holiday falls on a Thursday or Friday in that week, accrued wages must be paid on the previous Wednesday.

16.3 An employee paid by cash or cheque, must be paid in the employer's time and if kept waiting for their wages on pay day for more than 15 minutes after the usual time for ceasing work must be paid at overtime rates after that 15 minutes until payment has been received.

16.4 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.4 is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 16.4(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.4. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

17. Allowances

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

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

17.2 Wage-related allowances

(a) First aid allowance

- (i) An allowance of **\$17.16** per week must be paid to an employee appointed by the employer as a first aid officer.
- (ii) An employer must appoint, where available, an employee who holding a current St John Ambulance or Red Cross Society first aid certificate to be in charge of first aid in a workplace where no industrial nurse is available.
- (iii) An employee on being requested by the employer to obtain first aid attendant qualifications of St John Ambulance standard or equivalent must, on attaining such qualifications be reimbursed by the employer for the cost of approved books/manuals and other approved out-of-pocket expenses associated with attending the first aid course and any subsequent approved refresher courses.

(b) Gentian violet and similar substances

An allowance of **\$0.57** per hour must be paid to an employee while engaged in processing and/or repacking in bulk Gentian Violet, Methylene Blue, Acriflavine or similar substances, with a minimum payment of **\$1.73** per day.

(c) Chlorpromazine hydrochloride

An allowance of **\$0.48** per hour or part of an hour must be paid to an employee while engaged in granulating and/or tableting and/or coating chlorpromazine hydrochloride or compounding chlorpromazine hydrochloride solution.

(d) Respirator

An allowance of **\$0.82** per hour must be paid to an employee while the employee is required to work in any area which requires the employee to wear a respirator.

(e) Sterile areas

An allowance of **\$2.44** per day or part of a day must be paid to an employee while the employee is required to work in a sterile area.

(f) Dust mask

An allowance of **\$2.44** per day or part of a day must be paid to an employee while the employee is required to work in areas, other than sterile areas, which require the continued wearing of a dust mask.

17.3 Expense-related allowances

(a) Meal allowance

- (i) A meal allowance of **\$14.70** per meal must be paid to an employee who is required to work overtime for a period exceeding one and a half hours:
 - after the normal time for ending work; or
 - after 5.45 pm,

whichever is earlier.

- (ii) The allowance is not payable if the employee is provided with an adequate meal from the employer's canteen.
- (iii) If the employee was notified the previous day of the need to work overtime, and the overtime is then not actually worked, the employee is still entitled to the meal allowance.

(b) Clothing and footwear allowance

- (i) An employer must supply and clean or reimburse an employee for the purchase and/or cleaning of:
 - 2 sets of overalls or other protective clothing per year;
 - additional overalls or other protective clothing necessitated by the employee being employed in the handling in bulk of acids or other materials injurious to clothing;
 - waterproof boots if the employee is required to work in wet places; and
 - suitable footwear where the material being used by an employee in the process of manufacture comes in contact with and is injurious to footwear or where the employer requires the employee to wear protective footwear for safety reasons.
- (ii) Any clothing or footwear supplied by an employer remains the property of the employer.
- (iii) Where an employee wants to wear safety footwear that is not required under clause 17.3(b)(i), the employer must reimburse the employee for **50%** of the cost of such safety footwear and the reasonably required replacement of such footwear.

18. Superannuation

18.1 Superannuation legislation

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

18.2 Employer contributions

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

18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

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

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

18.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or 18.3(b):

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

19. Overtime

19.1 Definition of overtime

- (a) For a full-time or casual employee overtime is any time worked:
 - (i) outside the times of beginning and ending work in any one day;
 - (ii) within the times of beginning and ending work but in excess of 8 hours in any one day;
 - (iii) on a Saturday, Sunday, public holiday or rostered day off.
- (b) For a part-time employee, overtime is any time worked in excess of the employee’s hours as agreed in accordance with clauses 10.2 and 10.3.

19.2 Overtime rates

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

For overtime worked on:	Overtime rate % of minimum hourly rate	Minimum payment
	%	
Day workers		
Monday to Friday working overtime within the times of beginning and ending work but in excess of 8 hours in any one day:		
– first 2 hours	150	–
– after 2 hours	200	–

For overtime worked on:	Overtime rate % of minimum hourly rate	Minimum payment
	%	
Shiftworkers		
Monday to Friday working overtime within the times of beginning and ending work but in excess of 8 hours in any one day:		
– first 3 hours	150	–
– after 3 hours	200	–
All employees		
Monday to Friday outside the times of beginning and ending work in any one day:		
– first 2 hours	150	–
– after 2 hours	200	–
Saturday – first 2 hours	150	3 hours
Saturday – after 2 hours	200	3 hours
Sunday all day	200	3 hours
Rostered day off	250	–
Public holiday all day	250	

See Schedule B—Summary of Hourly Rates of Pay for a summary of overtime rates.

19.3 An employee working on a rostered day off will be paid the above rate or provided with a day off at a future date, in replacement of the rostered day off worked.

19.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;

- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in clause 19.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 19.4 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 19.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 19.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.4(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 19.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.4 will apply, including the requirement for separate written agreements under clause 19.4(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.4.

20. Penalty rates

20.1 Shift definitions

- (a) For the purposes of this award:
- (i) **afternoon shift** means any shift finishing after 6.00 pm and at or before midnight;
 - (ii) **night shift** means any shift finishing after midnight and at or before 7.00 am;
 - (iii) **permanent night shift** means an employee is required to work:
 - during a period of engagement on shift, on night shift only; or
 - on night shift for a longer period than 4 consecutive weeks; or
 - on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each 3-shift cycle;
 - (iv) **non-successive afternoon/night shift** means an employee is required to work an afternoon or night shift which does not continue:
 - for at least 5 successive afternoons or nights in a 5 day workshop.

20.2 Afternoon and night shift penalty rates

- (a) An employee who works on afternoon or night shift must be paid **115%** of the minimum hourly rate for the shift.
- (b) An employee who works on a non-successive afternoon/night shift must be paid **150%** of the minimum hourly rate for the shift.
- (c) An employee who is required to work on permanent night shift must, during such engagement, period or cycle, be paid **130%** of the minimum hourly rate for all time worked during ordinary working hours on such night shift.

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

Part 6—Leave and Public Holidays

21. Annual leave

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

21.2 Definition of a shiftworker

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

21.3 Payment for annual leave

- (a) An employee must be paid for a period of annual leave before the employee goes on leave.
- (b) Where an employee has regular weekly hours of work, the employer must pay the employee the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (c) Where an employee does not have regular weekly hours of work, the employer must pay the employee the average weekly wages they received in respect of the ordinary hours the employee worked during the period in which they accrued the annual leave.
- (d) For the purposes of clauses 21.3(b) and 21.3(c), the wages payable to the employee:
 - (i) include the employee's ordinary wages, allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any over-award payment; and
 - (ii) do not include overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

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

(e) Annual leave loading

In addition, the employer must pay:

- (i) an employee who is a day worker, a loading of **17.5%** calculated on the wages set out in clause 21.3(d).
- (ii) an employee who have worked on shift work had they not been on leave, the greater of:

- a loading of **17.5%** calculated on the wages set out in clause 21.3(d); or
- the penalty rate payments the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.

21.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 21, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

21.5 Annual close-down

(a) Notwithstanding section 88 of the [Act](#) and clause 21.7, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (i) the employer gives not less than 4 weeks' notice of intention to do so; and
- (ii) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and also paid for that leave at the appropriate wage in accordance with clause 21.1; and
- (iii) an employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid annual leave for the period for which they have accrued sufficient annual leave and given unpaid leave for the remainder of the close-down; and
- (iv) any leave taken by an employee as a result of a close-down pursuant to clause 21.7 also counts as service by the employee with their employer; and
- (v) the employer may only close-down the enterprise or part of it pursuant to clause 21.7 for one period in a year.

21.6 Payment of accrued annual leave on termination of employment

- (a) The [NES](#) provides for payment of accrued annual leave upon termination of employment. For the full [NES](#) entitlement see section 90(2) of the [Act](#).
- (b) Any leave paid out upon termination of employment will be paid at the wages set out in clause 21.3(d).

21.7 Excessive leave accruals: general provision

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

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 21.2).

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 21.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 21.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 21.8(a) may request to take a period of paid annual leave as if the direction had not been given.

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

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

21.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the employer under clause 21.9(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 21.8(a) that, when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 21.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 21.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 21.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 21.9(a).

21.10 Annual leave in advance

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

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

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

21.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 21.11 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 21.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 21.11 as an employee record.

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

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

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

22. Personal/carer's leave and compassionate leave

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

23. Parental leave and related entitlements

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

24. Community service leave

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

25. Unpaid family and domestic violence leave

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

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

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

26. Public holidays

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

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

26.3 Substitution of public holidays by agreement

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

26.4 Part-day public holiday

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

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

- 27.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 27.2** For the purposes of the discussion under clause 27.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 27.3** Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 27.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).
- 27.5** In clause 27 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

27.6 Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

28. Consultation about changes to rosters or hours of work

28.1 Clause 28 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

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

28.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 28.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

28.4 The employer must consider any views given under clause 28.3(b).

28.5 Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Dispute resolution

29.1 Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

29.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

29.3 If the dispute is not resolved through discussion as mentioned in clause 29.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

29.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.

29.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

29.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

- 29.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 29.
- 29.8 While procedures are being followed under clause 29 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 29.9 Clause 29.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

30. Termination of employment

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

30.1 Notice of termination by an employee

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

Table 1—Period of notice

Column 1	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 clause 30.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 30.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under clause 30.1(b), then no deduction can be made under clause 30.1(d).
- (f) Any deduction made under clause 30.1(d) must not be unreasonable in the circumstances.

30.2 Job search entitlement

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

31. Redundancy

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

31.1 Transfer to lower paid duties on redundancy

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

31.2 Employee leaving during redundancy notice period

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

31.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 31.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 31.3(b).
- (d) An employee who fails to produce proof when required under clause 31.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 30.2.

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Schedule A—Classification Definitions

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

A.1 Manufacturing/production workers

A.1.1 Manufacturing/production worker grade 1

(a) Points of entry

New employee.

(b) Definition

An employee who works under direct supervision and receives detailed instructions.

(c) Skills/duties

- (i)** Responsible for the quality of their own work.
- (ii)** Works in a team environment.
- (iii)** Undertakes duties in a safe and responsible manner.
- (iv)** Exercises discretion within their level of skills and training.
- (v)** Possesses basic interpersonal, communication and numeracy skills.

(d) Indicative tasks

- (i)** Basic packaging operations either manually or with the assistance of power-operated machinery.
- (ii)** Correcting packaging components and minor feed problems.
- (iii)** Loading/unloading components and product on lines.
- (iv)** Engaged in cleaning machinery or in the capacity of floorpersons or cleaners.
- (v)** Manufacturing product and/or operating plant.
- (vi)** Basic VDU operation for inquiry purposes and data processing systems.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.2 Manufacturing/production worker grade 2

(a) Points of entry

- (i)** Previously a Manufacturing/production worker grade 1; or

(ii) Proven and demonstrated skills to the level required of this grade.

(b) Definition

An employee working under routine supervision.

(c) Skills/duties

(i) Able to work from instructions and procedures.

(ii) Responsible for the quality of their own work.

(iii) Possesses sound interpersonal, communication and numeracy skills.

(d) Indicative tasks

(i) Operating and basic setting of a range of packaging machinery.

(ii) Operating and basic setting of tablet, capsule, liquids, powders, filling, etc. machinery.

(iii) Operating plant or manufacture of product.

(iv) Use of tools and equipment related to duties.

(v) VDU operation (including input/data processing systems).

(vi) Responsible for raw material, product in process or finished packed stock sampling, and related recording, checking and quarantine release procedures.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.3 Manufacturing/production worker grade 3

(a) Points of entry

(i) Previously a Manufacturing/production worker grade 2; or

(ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An employee working under limited supervision.

(c) Skills/duties

(i) Understands and is responsible for quality control standards, subject to limited supervision.

(ii) Possesses an advanced level of interpersonal and communication skills.

- (iii) Has sound working knowledge of all manufacturing/production duties performed at grades below this grade and exercises discretion within the scope of this grade.
- (iv) Is competent to perform one or more of the tasks/duties described for a Manufacturing/production worker grade 2 at an advanced level.

(d) Indicative tasks

- (i) Enforcing good manufacturing practices and adhering to standard operation procedures.
- (ii) Checking a job onto line and checking materials, products, procedures and workplace housekeeping, etc.
- (iii) Responsible for the supervision and conduct of the work of up to 10 employees.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.4 Manufacturing/production worker grade 4

(a) Points of entry

- (i) Previously a Manufacturing/production worker grade 3; or
- (ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An employee who has substantial relevant knowledge of their employer's business.

(c) Skills/duties

- (i) Implements quality control techniques and procedures.
- (ii) Understands and is responsible for supervising all work procedures for a specific manufacturing or production unit or associated function.
- (iii) Has highly developed interpersonal and communication skills.
- (iv) Ability to supervise and provide direction and guidance to other employees, including the ability to assist in the provision of on-the-job training, induction, employee selection, safety and disciplinary procedures.
- (v) Exercises discretion within the scope of this grade.

(d) Indicative tasks

- (i) Liaising with management, suppliers and interrelated departments with respect to manufacturing or production operations as appropriate.
- (ii) Detailing and coordinating activities of other employees or responsible for the supervision and conduct of work of in excess of 10 employees.
- (iii) Production planning.
- (iv) Maintaining control of information related to raw materials, product-in-process packaging materials, finished product or packed stock, and responsible for the preparation of regular reports related to their units.

A.2 Warehouse/distribution workers

A.2.1 Warehouse/distribution worker grade 1

(a) Points of entry

New employee.

(b) Definition

An employee who works under direct supervision and receives detailed instructions.

(c) Skills/duties

- (i) Responsible for the quality of their own work.
- (ii) Works in a team environment.
- (iii) Undertakes duties in a safe and responsible manner.
- (iv) Exercises discretion within their level of skills and training.
- (v) Possesses basic interpersonal, numeracy and communication skills.

(d) Indicative tasks

- (i) Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.
- (ii) Preparation and receipt of appropriate documentation including liaison with suppliers.
- (iii) Allocating and retrieving goods from specific warehouse areas.
- (iv) Basic VDU operation for inquiry purposes and other data processing systems.
- (v) Periodic housekeeping and stock-checks.
- (vi) Use of non-licensed material handling equipment.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certificate the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.2.2 Warehouse/distribution worker grade 2

(a) Points of entry

- (i) Previously a Warehouse/distribution worker grade 1; or
- (ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An employee working under routine supervision.

(c) Skills/duties

- (i) Able to work from instructions and procedures.
- (ii) Able to co-ordinate work in a team environment under routine supervision.
- (iii) Responsible for the quality of their own work.
- (iv) Possesses sound interpersonal, numeracy and communication skills.

(d) Indicative tasks

- (i) Licensed operation of all appropriate materials handling equipment.
- (ii) Use of tools and equipment within the warehouse (basic non-trades maintenance).
- (iii) VDU operation (including input/data processing systems).

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.2.3 Warehouse/distribution worker grade 3

(a) Points of entry

- (i) Previously a Warehouse/distribution worker grade 2; or
- (ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An employee working under limited supervision.

(c) Skills/duties

- (i) Understands and is responsible for quality control standards, subject to limited supervision.
- (ii) Possesses an advanced level of interpersonal and communication skills.
- (iii) Competent keyboard skills.
- (iv) Sound working knowledge of all warehousing/stores duties performed at grades below this grade and exercises discretion within scope of this grade.
- (v) May perform work requiring minimal supervision either individually or in a team environment.

(d) Indicative tasks

- (i) Use of a VDU for purposes such as the maintenance of a deposit storage system, information input/data retrieval, etc.
- (ii) Operation of all materials handling equipment under licence.
- (iii) Development and refinement of store layout including proper location of goods and their receipt and despatch.
- (iv) Responsible for the supervision and conduct of the work of up to 10 employees.

(e) Promotional criteria

An employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.2.4 Warehouse/distribution worker grade 4

(a) Points of entry

- (i) Previously a Warehouse/distribution worker grade 3; or
- (ii) Proven and demonstrated skills to the level required of this grade.

(b) Definition

An employee who has substantial relevant knowledge of their employer's business.

(c) Skills/duties

- (i) Implements quality control techniques and procedures.

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- (ii) Understands and is responsible for a warehouse or large section of a warehouse.
- (iii) Has highly developed interpersonal and communication skills.
- (iv) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training, induction, employee selection, safety and disciplinary procedures.
- (v) Exercises discretion within the scope of this grade.
- (vi) Exercises skills attained through the successful completion of an appropriate warehouse certificate and is competent to perform one or more of the following tasks or combination thereof:
 - Liaising with management, suppliers and customers and interrelated departments with respect to stores operations.
 - Detailing and co-ordinating activities of other storeworkers or responsible for the supervision and conduct of work of in excess of 10 employees.
 - Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports of stock movement, despatches, etc.

Schedule B—Summary of Hourly Rates of Pay

B.1 Full-time and part-time employees—day workers—ordinary and penalty rates

Employee classification	Monday to Friday	Public holiday
	% of minimum hourly rate	
	100%	250%
	\$	\$
Manufacturing/production worker		
Grade 1—on commencement	20.82	52.05
Grade 1—after 3 months	21.09	52.73
Grade 1—after 12 months	21.34	53.35
Grade 2	21.54	53.85
Grade 3	22.17	55.43
Grade 4	22.82	57.05
Warehouse/distribution worker		
Grade 1—on commencement	20.82	52.05
Grade 1—after 3 months	21.09	52.73
Grade 1—after 12 months	21.34	53.35
Grade 2	21.54	53.85
Grade 3	22.17	55.43
Grade 4	22.82	57.05

B.2 Full-time and part-time employees—day workers—overtime rates

	Monday to Friday ¹ – first 2 hours	Monday to Friday ¹ – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday- all day	RDO – all day	Public holiday – all day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	250%	250%
	\$	\$	\$	\$	\$	\$	\$
Manufacturing/production worker							
Grade 1—on commencement	31.23	41.64	31.23	41.64	41.64	52.05	52.05
Grade 1—after 3 months	31.64	42.18	31.64	42.18	42.18	52.73	52.73
Grade 1—after 12 months	32.01	42.68	32.01	42.68	42.68	53.35	53.35
Grade 2	32.31	43.08	32.31	43.08	43.08	53.85	53.85

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	Monday to Friday¹ – first 2 hours	Monday to Friday¹ – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday- all day	RDO – all day	Public holiday – all day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	250%	250%
	\$	\$	\$	\$	\$	\$	\$
Grade 3	33.26	44.34	33.26	44.34	44.34	55.43	55.43
Grade 4	34.23	45.64	34.23	45.64	45.64	57.05	57.05
Warehouse/distribution worker							
Grade 1—on commencement	31.23	41.64	31.23	41.64	41.64	52.05	52.05
Grade 1—after 3 months	31.64	42.18	31.64	42.18	42.18	52.73	52.73
Grade 1—after 12 months	32.01	42.68	32.01	42.68	42.68	53.35	53.35
Grade 2	32.31	43.08	32.31	43.08	43.08	53.85	53.85
Grade 3	33.26	44.34	33.26	44.34	44.34	55.43	55.43
Grade 4	34.23	45.64	34.23	45.64	45.64	57.05	57.05

¹ Overtime worked on Monday to Friday outside beginning and ending work, or within the times of beginning and ending work but in excess of 8 hours in any one day in accordance with clause 19.1.

B.3 Full-time employees and part-time employees—shiftworkers—ordinary and penalty rates

	Day	Afternoon & night shift	Permanent night shift¹	Non-successive shifts¹	Public holiday
	% of minimum hourly rate				
	100%	115%	130%	150%	250%
	\$	\$	\$	\$	\$
Manufacturing/production worker					
Grade 1—on commencement	20.82	23.94	27.07	31.23	52.05
Grade 1—after 3 months	21.09	24.25	27.42	31.64	52.73
Grade 1—after 12 months	21.34	24.54	27.74	32.01	53.35
Grade 2	21.54	24.77	28.00	32.31	53.85
Grade 3	22.17	25.50	28.82	33.26	55.43
Grade 4	22.82	26.24	29.67	34.23	57.05

	Day	Afternoon & night shift ¹	Permanent night shift ¹	Non-successive shifts ¹	Public holiday
Warehouse/distribution worker					
Grade 1—on commencement	20.82	23.94	27.07	31.23	52.05
Grade 1—after 3 months	21.09	24.25	27.42	31.64	52.73
Grade 1—after 12 months	21.34	24.54	27.74	32.01	53.35
Grade 2	21.54	24.77	28.00	32.31	53.85
Grade 3	22.17	25.50	28.82	33.26	55.43
Grade 4	22.82	26.24	29.67	34.23	57.05

¹ Permanent night shift and non-successive shift are defined in clause 20.1.

B.4 Full-time and part-time employees—shiftworkers—overtime rates

	Monday to Friday – first 2 hours outside ¹ or 3 hours in excess ²	Monday to Friday – after 2 hours outside ¹ or 3 hours in excess ²	Saturday – first 2 hours	Saturday – after 2 hours	Sunday-all day	RDO – all day	Public holiday – all day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	250%	250%
	\$	\$	\$	\$	\$	\$	\$
Manufacturing/production worker							
Grade 1—on commencement	31.23	41.64	31.23	41.64	41.64	52.05	52.05
Grade 1—after 3 months	31.64	42.18	31.64	42.18	42.18	52.73	52.73
Grade 1—after 12 months	32.01	42.68	32.01	42.68	42.68	53.35	53.35
Grade 2	32.31	43.08	32.31	43.08	43.08	53.85	53.85
Grade 3	33.26	44.34	33.26	44.34	44.34	55.43	55.43
Grade 4	34.23	45.64	34.23	45.64	45.64	57.05	57.05
Warehouse/distribution worker							
Grade 1—on commencement	31.23	41.64	31.23	41.64	41.64	52.05	52.05
Grade 1—after 3 months	31.64	42.18	31.64	42.18	42.18	52.73	52.73
Grade 1—after 12 months	32.01	42.68	32.01	42.68	42.68	53.35	53.35
Grade 2	32.31	43.08	32.31	43.08	43.08	53.85	53.85

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	Monday to Friday – first 2 hours outside¹ or 3 hours in excess²	Monday to Friday – after 2 hours outside¹ or 3 hours in excess²	Saturday – first 2 hours	Saturday – after 2 hours	Sunday – all day	RDO – all day	Public holiday – all day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	250%	250%
	\$	\$	\$	\$	\$	\$	\$
Grade 3	33.26	44.34	33.26	44.34	44.34	55.43	55.43
Grade 4	34.23	45.64	34.23	45.64	45.64	57.05	57.05

In accordance with clause 19.1:

¹ Overtime worked on Monday to Friday outside beginning and ending work – first 2 hours or after 2 hours.

² Overtime worked within the times of beginning and ending work but in excess of 8 hours in any one day – first 3 hours or after 3 hours.

B.5 Casual employees—dayworkers—ordinary and penalty rates

	Monday to Friday	Public holiday
	% of minimum hourly rate	
	125%	275%
	\$	\$
Manufacturing/production worker		
Grade 1—on commencement	26.03	57.26
Grade 1—after 3 months	26.36	58.00
Grade 1—after 12 months	26.68	58.69
Grade 2	26.93	59.24
Grade 3	27.71	60.97
Grade 4	28.53	62.76
Warehouse/distribution worker		
Grade 1—on commencement	26.03	57.26
Grade 1—after 3 months	26.36	58.00
Grade 1—after 12 months	26.68	58.69
Grade 2	26.93	59.24
Grade 3	27.71	60.97
Grade 4	28.53	62.76

B.6 Casual employees—shiftworkers—ordinary and penalty rates

	Day	Afternoon & night shift	Permanent night shift ¹	Non- successive shifts ¹	Public holiday
	% of minimum hourly rate				
	125%	140%	155%	175%	275%
	\$	\$	\$	\$	\$
Manufacturing/production worker					
Grade 1—on commencement	26.03	29.15	32.27	36.44	57.26
Grade 1—after 3 months	26.36	29.53	32.69	36.91	58.00
Grade 1—after 12 months	26.68	29.88	33.08	37.35	58.69
Grade 2	26.93	30.16	33.39	37.70	59.24
Grade 3	27.71	31.04	34.36	38.80	60.97
Grade 4	28.53	31.95	35.37	39.94	62.76
Warehouse/distribution worker					
Grade 1—on commencement	26.03	29.15	32.27	36.44	57.26
Grade 1—after 3 months	26.36	29.53	32.69	36.91	58.00
Grade 1—after 12 months	26.68	29.88	33.08	37.35	58.69
Grade 2	26.93	30.16	33.39	37.70	59.24
Grade 3	27.71	31.04	34.36	38.80	60.97
Grade 4	28.53	31.95	35.37	39.94	62.76

¹Permanent night shift and non-successive shift are defined in clause 20.1.

Schedule C—Summary of Monetary Allowances

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum hourly wage rate for the Manufacturing/production worker Grade 4 classification in clause 15.1= **\$22.82**

Allowance	Clause	% of standard rate	\$	Payable
First aid	17.2(a)	75.2	17.16	per week
Gentian violet and similar substances—minimum payment	17.2(b)	7.6	1.73	minimum payment per day
Gentian violet and similar substances—per hour	17.2(b)	2.5	0.57	per hour
Chlorpromazine hydrochloride	17.2(c)	2.1	0.48	per hour or part thereof
Respirator	17.2(d)	3.6	0.82	per hour or part thereof
Sterile areas	17.2(e)	10.7	2.44	per day or part thereof
Dust mask	17.2(f)	10.7	2.44	per day or part thereof

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

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

Allowance	Clause	\$	Payable
Meal	17.3(a)	14.70	per meal

C.2.2 Adjustment of expense-related allowances

(a) 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) 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

Schedule D—Supported Wage System

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

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

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

D.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

D.10.4 Work trials should include induction or training as appropriate to the job being trialled.

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Part-day Public Holiday

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