

The Exposure Draft was first published on 22 November 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
10 May 2017	Note added	
	Agreed changes arising out of conference of 20 April 2017	4.2(c), 4.3, 4.4, 7.2, 0, 13.2, 13.6, 14.3, 19
	<a href="#">Exposure draft</a>	
23 March 2018	Incorporate change resulting from <a href="#">PR582961</a>	20.6(a)
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3500, PR592689</a>	Schedule E
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3500, PR592336</a>	17, Schedule D
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433, PR593856</a>	1.2, 2, 16.7, 20, 27.6, Schedule A, Schedule F
	Incorporate changes resulting from <a href="#">PR598110</a>	Schedule K
	Incorporates change resulting from <a href="#">[2018] FWCFB 1548</a>	4.2(c), 4.3, 4.4, 7.2, 10.3, 13.2, 13.6, 17.3(b), 19.5
Changes agreed in principle between the parties red text. Strikethrough text indicates existing text that is to be deleted.		

## EXPOSURE DRAFT

### Amusement, Events and Recreation Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Amusement, Events and Recreation Award 2010** (the Amusement award) as at 22 November 2016. This exposure draft does not seek to amend any entitlements under the Amusement award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/256](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

1.1 This award is the *Amusement, Events and Recreation Award 2016*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. Definitions

In this award, unless the contrary intention appears:

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

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

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

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

**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)

**exhibition employees** means employees of employers engaged in the supply, preparation, marking out, fabrication, installation, erection or dismantling of exhibition stands or associated componentry for the trades and public promotions industry

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

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

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

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

**ordinary hourly rate** means the minimum hourly rate for an employee’s classification specified in clause 16.1 plus any all purpose allowance to which an employee is entitled

**standard rate** means the minimum weekly rate for a Grade 4 employee in clause 16.1.

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

**3.1** The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

**3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

**3.3** The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### **4. Coverage**

**4.1** This industry award covers employers throughout Australia in the amusement, events and recreation industry and their employees in the classifications set out in this award to the exclusion of any other modern award.

#### **4.2 Definition of amusement, events and recreation industry**

(a) **Amusement, events and recreation industry** means the operation of:

- (i) leisure and recreation facilities and centres;
- (ii) sporting, exhibition, convention and amusement complexes;
- (iii) theme parks;
- (iv) heritage, tourism and cultural centres;
- (v) museums and galleries;
- (vi) zoos, animal parks and aquariums;
- (vii) agricultural and horticultural shows;
- (viii) carnivals and amusement parks;

- (ix) ten pin bowling venues;
  - (x) go-kart racing venues; and
  - (xi) amusement arcades, including video game and pinball parlours.
- (b) For the purpose of clause 4.2(a), theme parks means locations or enterprises operating attractions or amusements (whether indoor or outdoor) open to the public through either paid or free admission.

4.2(c) varied as per [172] of [2018] FWCFB 1548.

- (c) For the purpose of this clause (clause 4), the amusement, events and recreation industry also includes:
- (i) employers engaged in the supply, preparation, marking out, fabrication, installation, erection or dismantling of exhibition stands or associated componentry for the trades and public promotions industry;
  - (ii) the provision of services within the primary venue such as photographic services, the sale of food, beverages and merchandising; and
  - (iii) activities undertaken by an employer covered by this award which are ancillary to the conduct of the primary venue, such as road or water transport at, to or from, or away from, the primary venue, sightseeing tours, travel arrangements, and wildlife research, conservation and collection conducted away from the primary venue.

Clauses 4.5 and 4.6 moved after clause 4.2 as per [172] of [2018] FWCFB 1548.

- 4.3** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.4** This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.5** This award does not cover employees of employers where the major and substantial activity is the provision of health and fitness services and classes.
- 4.6** The award does not cover an employer covered by the:
- (a) *Building and Construction General On-site Award 2016;*
  - (b) *Electrical, Electronic and Communications Contracting Award 2016;*
  - (c) *Joinery and Building Trades Award 2016;*
  - (d) *Travelling Shows Award 2016; or*

(e) *Fitness Industry Award 2016.*

~~4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.~~

~~4.6 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.~~

4.7 This award does not cover:

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

4.8 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. **Effect of variations made by the Fair Work Commission**

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

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

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

- (a) arrangements for when work is performed;

- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

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

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

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

**6.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**6.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or



- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.
- 6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## 7. Facilitative provisions for flexible working practices

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

7.2 varied as per [172] of [2018] FWCFB 1548.

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

Clause	Provision	Agreement between an employer and:
11.6	Casual employees – minimum engagement	An individual
<u>13</u>	Ordinary hours of work	The majority of employees or an individual
16.5(a)(ii)	Payment of wages – period of payment	The majority of employees
<u>19.4</u>	<u>Minimum break between shifts</u>	<u>An individual</u>
19.7	Time off instead of payment for overtime	An individual
20.2	Annual leave in advance	An individual
20.3	Cashing out of annual leave	An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

- 8.1** Employees may be employed in one of the following categories:

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

## 9. Full-time employees

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

## 10. Part-time employees

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

**10.1** An employer may employ part-time employees in any classification in this award.

**10.2** A part-time employee:

- (a) works less than 38 hours per week;
- (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.

10.3 varied as per [172] of [2018] FWCFB 1548.

**10.3** 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:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times each day.

~~**10.3** At the time of engagement, the employer and the part time employee will agree in writing on:~~

- ~~(d) a regular pattern of work, specifying at least the hours worked each day;~~
- ~~(e) which days of the week the employee will work; and~~
- ~~(f) the actual starting and finishing times each day.~~

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

**10.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

**10.6** A part-time employee must be paid for ordinary hours worked at the ordinary hourly rate prescribed in clause 16—Minimum wages for the class of work performed.

- 10.7** All time worked in excess of the ordinary hours as prescribed in clause 13—Ordinary hours of work will be overtime and paid for at the rates prescribed in clause 19—Overtime.
- 10.8** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11.

## **11. Casual employees**

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

- 11.1** Employees may be engaged as casual employees subject to the conditions in this clause.
- 11.2** A casual employee is engaged by the hour for not more than 38 ordinary hours per week from Monday to Sunday.
- 11.3** A casual employee's employment may be terminated without notice by the employee or employer.
- 11.4** Casual employees may be employed for up to 10 ordinary hours each day, provided that all time worked in excess of ordinary working hours on any one day or in excess of 38 hours in any one week will be overtime.
- 11.5** For each ordinary hour worked a casual employee will be paid:
- (a) the ordinary hourly rate for the classification in which they are employed in clause 16—Minimum wages; and
  - (b) a loading of **25%** of the ordinary hourly rate.
- 11.6** A casual employee will be engaged for a minimum of three hours' work or receive a minimum payment of three hours per engagement, except where the parties otherwise mutually agree.

## **12. Classifications**

- 12.1** Employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Structure.
- 12.2** An employer must advise an employee in writing of their classification upon commencement and of any subsequent changes to their classification.

## **Part 3—Hours of work**

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

- 13.1** The ordinary working hours for a full-time employee will not exceed an average of 38 hours per week in accordance with a roster that conforms with one of the following:

- (a) 38 hours in one week;
- (b) 76 hours in two weeks;
- (c) 114 hours in three weeks; or
- (d) 152 hours in four weeks.

13.2 varied as per [172] of [2018] FWCFB 1548.

- 13.2** The ordinary hours of work for full-time and part-time employees will not exceed eight on any one day unless otherwise agreed in accordance with clauses 13.3 or 13.4.
- 13.3** By mutual agreement between the employer and the majority of employees involved the ordinary working hours may exceed eight up to a maximum of 10 on any one day.
- 13.4** The employer and an individual employee may agree in writing to work shifts of up to 12 hours on any one day.
- 13.5** Ordinary working hours for full-time employees will be worked continuously, except for meal breaks, on not more than 20 days in a 28 day period on any day of the week (Monday to Sunday).

13.4(a) and 14.3(b) deleted and inserted in clause 13.6 as per [172] of [2018] FWCFB 1548.

**13.6 Special provisions for exhibition employees**

**(a) Full-time and part-time employees**

- (i) Ordinary hours may be worked on any day of the week subject to the provisions of this clause.
- (ii) The ordinary hours of work will be 76 hours worked over a two week roster period.
- (iii) The ordinary hours of work on a shift will be a minimum of four and a maximum of 12 hours, to be worked continuously except for meal breaks.
- (iv) The maximum ordinary hours of work for full-time and part-time employees in any week will be 56 hours.
- (v) Full-time and part-time employees will have two consecutive days off in any week if it is reasonably possible to arrange.

**(b) Casual employees**

The ordinary hours of work for casual employees will be a minimum of four consecutive hours per shift to be worked continuously except for meal breaks, on any day of the week.

## 14. Rostering arrangements

14.1 An employer must notify an employee of their working shifts. An employee will be given at least seven days' notice of a change in rostered shift, subject to clause 26—Consultation about changes to rosters or hours of work.

14.2 Employees may arrange to temporarily change rosters, subject to the employer's approval. Rosters so changed will be paid for at the rates applicable to the original roster.

### 14.3 Special provisions for **all** exhibition employees

#### ~~(a) Full-time and part-time employees~~

~~(i) Ordinary hours may be worked on any day of the week subject to the provisions of this clause.~~

~~(ii) The ordinary hours of work will be 76 hours worked over a two week roster period.~~

~~(iii) The ordinary hours of work on a shift will be a minimum of four and a maximum of 12 hours, to be worked continuously except for meal breaks.~~

~~(iv) The maximum ordinary hours of work for full time and part time employees in any week will be 56 hours.~~

~~(v) Full-time and part-time employees will have two consecutive days off in any week if it is reasonably possible to arrange.~~

#### ~~(b) Casual employees~~

~~The ordinary hours of work for casual employees will be a minimum of four consecutive hours per shift to be worked continuously except for meal breaks, on any day of the week.~~

#### ~~(c) All exhibition employees~~

(a) Where possible, all employees will be notified of their roster in advance. Except in the case of circumstances outside the control of the employer, all employees will be notified before finishing work on the previous shift of any change in the roster, subject to clause 26—Consultation about changes to rosters or hours of work.

(b) Employees will, except where circumstances outside the control of the employer make it impracticable, be granted a 10 hour break without loss of pay from cessation of work on the one day and the commencement of work on the next day.

## 15. Breaks

### 15.1 Meal breaks—other than casual employees

#### (a) Unpaid meal break

An employee, other than a casual employee, must be allowed a meal break of between 30 and 60 minutes, not later than five hours after starting work.

#### (b) Paid meal break—employee on call

Where an employee is instructed by their employer to remain on call during their meal break, that break will be paid for at the ordinary hourly rate.

### 15.2 Paid rest breaks—casual employees

(a) Casual employees engaged for a minimum of five hours must be allowed a rest break of 20 minutes without loss of pay.

(b) Casual employees required to continue working for a further five hours must be allowed a further rest break of 20 minutes without loss of pay.

(c) Rest breaks must be taken at a time convenient to the employer but not at the start or end of the period of duty.

### 15.3 Special provisions for exhibition employees

(a) Employees will not be required to work continuously for more than five hours without a meal break, except where circumstances outside the control of the employer make it impracticable.

(b) Meal breaks will be between 30 and 90 minutes.

(c) Time that should be allowed as a meal break will not count as ordinary hours of work within the meaning of clause 13—Ordinary hours of work.

## Part 4—Wages and Allowances

### 16. Minimum wages

#### 16.1 Adult employees

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

Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Introductory level employee	672.70	17.70
Grade 1	692.10	18.21
Grade 2	718.60	18.91

<b>Classification</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Grade 3	743.30	19.56
Grade 4	783.30	20.61
Grade 5	807.70	21.26
Grade 6	832.20	21.90
Grade 7	854.60	22.49
Grade 8	897.90	23.63
Grade 9	994.30	26.17

See Schedule B and Schedule C for a summary of hourly rates of pay, including overtime and penalties.

### 16.2 Junior employees

The minimum wages for junior employees other than apprentices will be the following percentages of the adult rates prescribed for the classification appropriate to the work performed:

<b>Age</b>	<b>% of minimum adult rate</b>
Under 17 years	55
17 years	65
18 years	75
19 years	85

### 16.3 Apprentices

- (a) An apprentice who commenced their apprenticeship before 1 January 2014 must receive the following percentage of the minimum rate for Grade 4:

<b>Year</b>	<b>% of Grade 4 rate</b>
1st year	47.5
2nd year	60
3rd year	75
4th year	95

- (b) An apprentice who commenced their apprenticeship on or after 1 January 2014 must receive the following percentage of the minimum rate for Grade 4:

<b>Year</b>	<b>Apprentices who have not completed Year 12</b>	<b>Apprentices who have completed Year 12</b>
	<b>% of Grade 4 rate</b>	

Year	Apprentices who have not completed Year 12	Apprentices who have completed Year 12
	<b>% of Grade 4 rate</b>	
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

- (c) The minimum rate for an adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the first year of their apprenticeship must be **80%** of the minimum rate for Grade 4, or the rate prescribed by clause 16.3(b) for the relevant year of the apprenticeship, whichever is the greater.
- (d) The minimum rate for an adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 16.1—Adult employees or the rate prescribed by clause 16.3(b) for the relevant year of the apprenticeship, whichever is the greater.
- (e) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1—Adult employees in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (f) Except as provided in clause 16.3 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (g) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (h) For the purposes of clause 16.3(g), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the



purposes of clause 16.3(h), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

- (i) The amount payable by an employer under clause 16.3(g) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (j) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (k) An employer may meet its obligations under clause 16.3(j) by paying any fees and/or cost of textbooks directly to the RTO.
- (l) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (m) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to provisions.
- (n) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- (o) For school-based apprentices, see Schedule G—School-based Apprentices.

#### **16.4 Higher duties**

- (a) An employee required to perform work at a higher classification than their ordinary classification for more than four hours on any day must be paid at the higher rate for all hours worked on that day.
- (b) An employee required to perform work at a higher classification than their ordinary classification for up to four hours on any day must be paid at the higher rate for the actual time worked at the higher classification.

#### **16.5 Payment of wages**

##### **(a) Period of payment**

- (i) Wages may be paid weekly or fortnightly.

- (ii) Wages will be paid no later than Thursday of the agreed pay period, unless the employer and the majority of employees agree to later payment.

**(b) Method of payment**

Wages may be paid by cash, cheque or into a bank or financial institution account nominated by the employee. If payment is by cash or cheque, wages must be paid during ordinary working hours.

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.

**16.6 Supported wage system**

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

**16.7 National training wage**

Clause 16.7 substituted per [PR593856](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Amusement, Events and Recreation Award 2010* and not the *Miscellaneous Award 2010*.

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

**16.8 School-based apprentices**

For school-based apprentices, see Schedule G—School-based Apprentices.

**17. Allowances**

Monetary amounts adjusted as a result of AWR 2017

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

**17.2 Wage-related allowances**

**(a) All purpose allowances**

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

(i) Special all purpose allowance for exhibition employees (clause 17.2(b)).

**(b) Special all purpose allowances for exhibition employees**

Full-time and part-time employees will be paid the following allowances for all purposes of the award:

Classification	Flexible loading allowance		Supervisory loading allowance	
	\$ per week	\$ per hour	\$ per week	\$ per hour
General hand	53.40	1.41	N/A	N/A
Exhibition technician	57.45	1.51	25.89	0.68
Supervisory exhibition technician	60.68	1.60	51.78	1.36

**(c) Employee in charge**

An employee in charge of golf links with more than 18 holes, bowling greens or lawn tennis courts in an establishment covered by this award will receive an allowance of **\$43.13** per week.

**(d) First aid allowance**

An employee who holds a first aid qualification from St John Ambulance or a similar body and is appointed by the employer to perform first aid duties must be paid for ordinary hours an allowance of **\$16.18** per week or **\$0.43** per hour.

**(e) Tractor plant**

An employee in charge of a tractor plant must receive an allowance of **\$24.27** per week, or **\$0.64** per hour.

**(f) Cancellation allowance—casual employees**

A casual employee who reports for work when required and is not allowed to start will be paid for three hours at the minimum wage for the relevant classification.

**17.3 Expense-related allowances**

**(a) Accommodation**

An employee required by the employer to live on the premises and to act as caretaker must be paid an allowance equal to the amount of the rental charged by the employer for the accommodation at the premises.

17.3(b) varied as per [180] of [2018] FWCFB 1548

**(b) Meal allowance**

An employee who is required to work overtime for two or more hours immediately after finishing their ordinary hours of work ~~on an ordinary working day~~ must be paid a meal allowance of **\$11.10** unless the employer provides a meal.

Parties are asked whether the meal allowance should be restricted to “an ordinary working day”.

**(c) Protective clothing and equipment**

- (i) Where an employee is required to wear protective clothing or equipment (e.g. oilskins, gumboots, overalls, goggles, safety boots, bowling shoes, etc.), the employer must reimburse the employee on proof of purchase for the cost of purchasing the protective clothing and equipment.
- (ii) The employee is responsible for maintaining protective clothing and equipment in a serviceable condition.
- (iii) The provisions of clause 17.3(c) do not apply where the protective clothing and/or equipment is paid for by the employer.

**(d) Tool allowance**

- (i) Employees who are required to provide hand tools at their own expense will receive an allowance as follows:

	<b>\$ per week</b>
Tradesperson (other than Carpenters)	13.52
Carpenters	25.37

- (ii) The allowance in 17.3(d)(i) will not apply where the employer supplies all tools without cost to the employee.

**(e) Uniform allowance**

- (i) Where an employee is required to wear a uniform, the employer must reimburse the employee for the cost of purchasing the uniform. Clause 17.3(e)(i) does not apply where the uniform is supplied by the employer at the employer’s expense.
- (ii) Where the uniform is supplied by the employer, it will remain the property of the employer and must be returned to the employer on the termination of the employee’s employment.
- (iii) If an employee is required to launder any garments that are part of a uniform, the employer will pay an allowance of **\$1.32** per day up to **\$6.62** per week. Clause 17.3(e)(iii) does not apply where the employer launders the garments.

**(f) Vehicle allowance**

Where, on request from their employer, an employee agrees to use the employee’s own motor vehicle for the purpose of travelling on the employer’s business, the employer will pay the employee an allowance of **\$0.78** per kilometre travelled.

See Schedule D for a summary of monetary allowances.

## **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 (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (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 (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) HOSTPLUS;

- (c) AMP Superannuation Savings Trust;
- (d) Sunsuper;
- (e) CareSuper; or
- (f) MTAA Superannuation Fund; or
- (g) 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
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Overtime and Penalty Rates

### 19. Overtime and penalty rates

19 varied as per [172] of [2018] FWCFB 1548.

**19.1** All time worked by any full-time or part-time employee in excess of the rostered working hours on any one day, or in excess of an average of 38 hours per week in any roster cycle as provided for in clause 13.1, will be overtime. In accordance with clause 11.4, all time worked by a casual employee in excess of 10 hours in one day or 38 hours in one week will be overtime.

**19.2** Overtime as defined in clause 19.1 will be paid as follows:

- (a) **150%** of the ordinary hourly rate for the first three hours; and
- (b) **200%** of the ordinary hourly rate after three hours.

**19.3** Employees will be entitled to a break of at least 10 hours between shifts.

**19.4** Where an employee is required by the employer to resume work without having a break of at least 10 hours between shifts, they will be paid **200%** of the ordinary hourly rate for all time worked until they have had a break from work of at least 10 hours, or eight hours by agreement.

### 19.5 **Sunday and public holiday work**

19.5(a) varied as per [197] of [2018] FWCFB 1548. Submissions on this provisional view are due by **19 April 2018**

- (a) ~~All time worked~~ Ordinary hours on a Sunday will be paid for at **150%** of the ordinary hourly rate.
- (b) All time worked on a public holiday will be paid for at **250%** of the ordinary hourly rate.

- (c) A minimum payment of four hours' will apply for work performed on a Sunday or a public holiday.

~~Parties are asked to comment on the following issue raised by the FWO in their correspondence dated 2 March 2015:~~

~~The FWO has received enquiries about the rate payable to an employee working overtime on a Sunday. Under clause 19.5(a) all time worked on a Sunday will be paid at 150%. However, under clause 19.2 all overtime worked will be payable at 150% for the first three hours and 200% thereafter. Should clause 19.5 refer to 'ordinary hours worked on a Sunday'?~~

#### **19.6 Special provisions for exhibition employees**

- (a) Clauses 19.1, 19.2, 19.3, 19.4 and 19.5 will not apply to exhibition employees.
- (b) For all work performed in excess of 12 hours in a shift, or 56 hours in a week, an exhibition employee will be paid **200%** of the ordinary hourly rate.
- (c) All hours worked in excess of 76 in a two week roster cycle will be paid for at **150%** of the ordinary hourly rate for the first 24 hours worked and **200%** of the ordinary hourly rate thereafter.
- (d) **Casual employees**
- (i) Casual employees will be paid overtime for all work performed in excess of 12 hours on a shift.
- (ii) Overtime as defined in clause 19.6(d)(i) will be paid at **200%** of the ordinary hourly rate, calculated to the nearest 15 minutes.

#### **19.7 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 19.7.
- (c) An agreement must state each of the following:
- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H. An agreement under clause 19.7 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 19.7 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 19.7 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 19.7 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 19.7 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.7 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 19.7.



## Part 6—Leave and Public Holidays

### 20. Annual leave

20 amended in accordance with [PR582961](#). (20.6(a) deleted)

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

#### 20.2 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 20.2 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 20.2 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 20.2, 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.

#### 20.3 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.3.
- (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 20.3 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 20.3 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 20.3 as an employee record.

Note 1: Under section 344 of the Fair Work Act Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.3.

Note 2: Under section 345(1) of the Fair Work Act Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.3.

Note 3: An example of the type of agreement required by clause 20.3 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

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

Note: Clauses 20.4 to 20.6 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (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 20.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 20.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### **20.5 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 20.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

- (b) However, a direction by the employer under paragraph (a):
- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.4, 20.5 or 20.6 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 20.5(b)(i).

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

## **20.6 Excessive leave accruals: request by employee for leave**

~~(a) Clause 20.6 comes into operation from 29 July 2017.~~

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 20.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 20.5(a) that, when any other paid annual leave arrangements (whether made under clause 20.4, 20.5 or 20.5(a) or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:

- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.4, 20.5 or 20.5(a) or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## **21. Personal/carer's leave and compassionate leave**

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

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

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

## **23. Public holidays**

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

### **23.2 Special provisions for exhibition employees**

#### **(a) Work on a public holiday**

- (i) If a full-time or part-time employee is required to work on a day to be observed as a public holiday, the employee will be paid **200%** of the ordinary hourly rate for the hours worked.
- (ii) At the election of the employer, a full-time or part-time employee who works on a public holiday may be paid the ordinary hourly rate for the hours worked on that public holiday, and in addition be given time off on the basis of one hour off for each hour worked, without loss of pay.

#### **(b) Rostered day off falls on a public holiday**

A full-time or part-time employee whose rostered day off falls on a public holiday will either be allowed an additional day off at a time to be agreed with the employer or will be paid an additional day's pay within seven days of the public holiday.

(c) **Casual employees**

Casual employees who work on a public holiday will be paid at **200%** of the ordinary hourly rate for hours worked (calculated to the nearest 15 minutes).

**23.3** Employees other than exhibition employees required to work on a public holiday will be paid in accordance with clause 19.5.

**23.4 Part-day Public Holidays**

For provisions relating to part-day public holidays see Schedule K—2017 Part-day Public Holidays.

**24. Community service leave**

Community service leave is provided for in the NES.

**Part 7—Consultation and Dispute Resolution**

**25. Consultation about major workplace change**

**25.1 Employers to notify**

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

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

**25.2 Employers to discuss change**

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 25.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 25.1.

- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

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

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

(a) The employer must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

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

## **27. Dispute resolution**

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

**27.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 27.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

- 27.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 27.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 27.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

References to 'occupational health and safety' change to 'work health and safety'. See [\[2017\] FWCFB 3433](#) at [382].

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

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

### **28. Termination of employment**

- 28.1** Notice of termination is provided for in the NES.

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

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

### **29. Redundancy**

Redundancy pay is provided for in the NES.

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

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

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

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 29—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **32. Job search entitlement**

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

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

#### **32.2 Job search entitlement—redundancy**

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

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

##### **(b) Proof of attendance**

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



## Schedule A—Classification Structure

### A.1 Introductory level employee

Introductory level employee means an employee who enters the industry and who has not demonstrated the competency requirements of a Grade 1 employee. An employee at this level will undergo training for up to three months before progressing to Grade 1.

### A.2 Grade 1

**A.2.1** An employee at this level is an employee who has completed at least three months training which will include successfully undertaking accredited courses of study or on-the-job training in all of the relevant day-to-day operating processes so as to enable the employee to perform work within the scope of this level.

**A.2.2** An employee at this level performs work above and beyond the skills of an employee at Introductory level and to the level of their skills, competence and training.

**A.2.3** An employee at this level may include a Cleaner, Maintenance person, Gardener, Handyperson, Animal attendant, Ride attendant, Tour guide, Customer Service Officer, Meet and Greet/Concierge, Photography Attendant, Host/Presenter, Car park attendant, Parking attendant (not handling cash), Door attendant, General attendant, Admissions/Entrance attendant level 1, Gateperson (not on major gates), Bowling attendant, Usher and Event day attendant.

**A.2.4** Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Performs tasks under direct supervision or in accordance with strictly defined procedures.
- (b) Is trained in and applies basic customer service skills as required by the section/department.
- (c) Is required to show minimal judgment.
- (d) Performs routine functions requiring an understanding of clear procedures or guidelines and may require basic manual skills across work areas within the business.
- (e) Applies basic communication and interpersonal skills in dealing with customers and other workers.
- (f) Requires basic health and safety knowledge.
- (g) Generally performs a limited range of tasks of limited complexity and skill.

- (h) Undertakes general cleaning duties, issuing costumes, grooming, cleaning of animal enclosures, mowing lawns, basic gardening and labouring tasks including operation of simple machinery, laundry duties, brush-cutting, basic labouring including assisting with animal care, basic repairs to clothing, food preparation, ushering, basic preparation of ingredients, assisting employees who are cooking, basic cooking and kitchen attending.

### **A.3 Grade 2**

**A.3.1** An employee at this level is an employee who has completed an appropriate level of training so as to enable the employee to perform work within the scope of this level.

**A.3.2** An employee at this level performs work above and beyond the skills of an employee at Grade One and to the level of their skills, competence and training. An employee at this level may in addition to the roles in Grade 1 may also include an Assistant to construction technician and/or erector (including persons engaged in maintenance and utility duty) Ticket seller, Counter attendant, Security Officer, Receptionist, Programme seller, Cashier, General hand (exhibition employees) and Game warden.

**A.3.3** Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Is responsible for the quality of their own work subject to routine supervision.
- (b) Works under routine supervision either individually or in a team environment.
- (c) Performs tasks under general supervision, exercising limited discretion within defined procedures.
- (d) Performs work which is subject to final checking and, as required, progress checking.
- (e) Is trained in and applies basic quality/service requirements relating to own work and may be required to give general inquiry assistance to the customer.
- (f) Applies good interpersonal and communication skills in dealing with customers and other workers.
- (g) Has a good working knowledge of health and safety at this level.
- (h) May assist in on-the-job training of employees of a lower level.
- (i) May require basic technical skills to perform the work.
- (j) A person not qualified in any trade, engaged in or in connection with the in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling of exhibition stands.
- (k) Food preparation, attending counter, handling cash, specific cleaning duties, animal care, ordering stock, hosting duties, operate rides, EFTPOS transactions, basic record keeping, taking bookings and reservations, telephone and switchboard operations, grooming, handling and feeding animals, presentations, operate cash register, beer reticulation, general gardening including operation of machinery, process invoices, drive forklift, stock control, pruning, irrigation, bar attending, wait staff duties, attending snack bar,

non-specialised cooking duties, operate games/amusement rides, ground controller/basic security and general park maintenance including maintenance of enclosures.

#### **A.4 Grade 3**

- A.4.1** An employee at this level is an employee who has completed an appropriate level of training so as to enable the employee to perform work within the scope of this level.
- A.4.2** An employee at this level performs work above and beyond the skills of a Grade 2 employee to the level of their skills, competence and training.
- A.4.3** An employee at this level includes Supervisors and Operators (where four or more are employed).
- A.4.4** Such an employee will possess the following skills and may be required to perform the following duties:
- (a) Works from complex instructions and procedures.
  - (b) Assists in the provision of on-the-job training.
  - (c) Can perform a greater variety of tasks competently in accordance with the established procedures within their work classification.
  - (d) Can provide assistance for problem solving and work direction.
  - (e) Is trained in and can apply a higher level of quality control and customer service.
  - (f) Performs work which is the subject of final checking only.
  - (g) Has good health and safety knowledge.
  - (h) Works individually under general supervision while having the ability to co-ordinate work within a small team environment.
  - (i) Communicates effectively with other workers in their work section.
  - (j) Rigs steel or timber components and/or erects or dismantles same on any site or location either as a temporary or permanent structure and includes the preparation, painting and greasing or otherwise lubricating any structural part either fixed or moving either in the employer's workshops or on the site where the stand or fixture or structure is to be erected, dismantled and/or operated.
  - (k) Operates a passenger vehicle, handles animals, grades garments, maintenance, pattern making, animal health management, basic stable/animal compound management, operate games/amusement rides, specialised animal care, assistance with animal training, preparation of animal feed and animal care, animal management, maintenance of enclosures and gardens including pruning and irrigation, tour guide duties and presentations to the public, international host required to speak a second language, cocktail or specialised waiter, non-trade cooking, operate a food outlet, bookings and reservations, ordering stock and stock control, basic lifeguarding, security officer monitoring and operating CCTV systems.

## **A.5 Grade 4**

**A.5.1** An employee at this level is an employee who has completed appropriate training or has acquired equivalent competency so as to perform work within the scope of this level. Work performed at this level will be trade level or equivalent.

**A.5.2** An employee at this level includes:

- (a) An employee who holds a trade certificate or tradespersons rights certificate as an:
  - Engineering tradesperson (electrical/electronic)—Level I;
  - Engineering tradesperson (mechanical)—Level I;
  - Engineering tradesperson (fabrication)—Level I,or equivalent;
- (b) Technical/ Trade Qualified maintenance person;
- (c) Craftsperson;
- (d) Exhibition technician; and
- (e) Interpreter.

**A.5.3** Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level or possesses the skills, experience, knowledge, responsibility, expertise and competency to perform work at the trade level.
- (b) Understands and applies quality control techniques.
- (c) Exercises good interpersonal and communications skills.
- (d) Exercises higher level keyboard skills.
- (e) Exercises discretion within the scope of this classification level.
- (f) Performs work under limited supervision either individually or in a team environment.
- (g) Performs non-trade tasks incidental to their work.
- (h) Performs work that while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (i) A person qualified in a trade required by the employer engaged in or in connection with in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling.

- (j) Works from complex instructions and procedures and has a thorough understanding of the employer's internal policies and procedures relating to their department.
- (k) Is able to provide training for other employees within their specific area of responsibility for skill development.
- (l) Is able to co-ordinate work in a team environment or work individually under general supervision.
- (m) Is accountable for their own work at trade level or equivalent.
- (n) Has a thorough knowledge of the health and safety procedures relating to work within their department.
- (o) Is able to exercise good interpersonal and communication skills in dealing with other workers.
- (p) Performs lower level tasks incidental to their work or which facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (q) Has worked or studied in a relevant field for a significant time to ensure competence to undertake and advise on a full range of normal requirements for the work and has the ability to perform a variety of activities involving special or unusual features of the work.
- (r) Trade qualified cooking, food production, senior security officer, trade qualified maintenance (i.e. plumbing, spray painting, construction work) designs costumes and production, liaise with agencies, staff recruitment, menu planning, animal training, medication of animals, plantation management, animal education duties, management of a food outlet, cleaning operators, projectionist, bar supervisor, maitre d', greenkeeping, specialised performers and advanced lifeguarding.

## **A.6 Grade 5**

An employee at this level is an employee who in addition to being a technician, tradesperson or equivalent is required to supervise staff, general hands technicians, and/or generally supervise projects including basic administration.

## **A.7 Grade 6**

An employee at this level may include a Head technician maintenance person, Restoration officer, Museum technician, and Senior animal attendant or trainer.

## **A.8 Grade 7**

**A.8.1** An employee at this level is an employee who has completed appropriate training and is capable of applying skills learned to the work. An employee may have specific supervisory duties and the authority to direct other staff; however, the greater percentage of their time need not be spent on management functions.

**A.8.2** An employee at this level performs work of a greater complexity because of one or more of the following factors:

- (a) Level of responsibility and/or management, e.g. administrative, financial, project coordination, technical or post trade, etc.
- (b) Such an employee will possess the following skills and may be required to perform the following duties:
  - (i) Would have studied or worked in a relevant area to develop a specialised skill in a particular profession, technical or service field above trade level or its equivalent;
  - (ii) Is accountable and responsible for workplace output and can work under pressure;
  - (iii) Generally works without supervision;
  - (iv) Understands all operations relevant to their job role and department;
  - (v) Plans training and establishment development in conformity with employer guidelines;
  - (vi) Has excellent knowledge of health and safety requirements;
  - (vii) Co-ordinates, supervises and directs the work of others in a team environment.
- (c) Financial reporting, operational reporting, specialised supervision/direction of five or more staff, specialised maintenance or technical skills.

## **A.9 Grade 8**

An employee at this level is an employee who possesses qualifications or experience such as advanced engineering or technical skills or post trade or diploma level or who undertakes duties of a more advanced or complex level.

## **A.10 Grade 9**

**A.10.1** An employee appointed to this level undertakes three or more of the following duties:

- (a) Responsible for implementation of all major turf projects for the facility according to the course architects design.
- (b) Responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance.
- (c) Responsible for supervision of all outdoor staff.
- (d) Responsible for the operation and maintenance of all turf equipment.
- (e) Responsible for all ~~occupational~~ work health and safety management in outdoor areas.

- (f) Responsible for purchasing within the limits imposed by policy and the budget.
- (g) Responsible for ensuring that all administrative systems are complied with by the staff under their direction.

DRAFT

**Schedule B—Summary of Hourly Rates of Pay—other than Exhibition Employees**

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

**B.1 Full-time and part-time adult employees—other than exhibition employees**

**B.1.1 Full-time and part-time adult employees—ordinary and penalty rates**

	Ordinary hours	Sunday	Public holiday
	% of minimum hourly rate		
	100%	150%	250%
	\$	\$	\$
Introductory level employee	17.70	26.55	44.25
Grade 1	18.21	27.32	45.53
Grade 2	18.91	28.37	47.28
Grade 3	19.56	29.34	48.90
Grade 4	20.61	30.92	51.53
Grade 5	21.26	31.89	53.15
Grade 6	21.90	32.85	54.75
Grade 7	22.49	33.74	56.23
Grade 8	23.63	35.45	59.08
Grade 9	26.17	39.26	65.43

**B.1.2 Full-time and part-time adult employees—overtime rates**

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of minimum hourly rate		
	150%	200%	250%
	\$	\$	\$
Introductory level employee	26.55	35.40	44.25
Grade 1	27.32	36.42	45.53
Grade 2	28.37	37.82	47.28
Grade 3	29.34	39.12	48.90
Grade 4	30.92	41.22	51.53



	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 5	31.89	42.52	53.15
Grade 6	32.85	43.80	54.75
Grade 7	33.74	44.98	56.23
Grade 8	35.45	47.26	59.08
Grade 9	39.26	52.34	65.43

**B.2 Casual adult employees—other than exhibition employees**

**B.2.1 Casual adult employees—ordinary and penalty rates**

	Ordinary hours	Sunday	Public holiday
		<b>% of minimum hourly rate</b>	
	<b>125%</b>	<b>175%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Introductory level employee	22.13	30.98	48.68
Grade 1	22.76	31.87	50.08
Grade 2	23.64	33.09	52.00
Grade 3	24.45	34.23	53.79
Grade 4	25.76	36.07	56.68
Grade 5	26.58	37.21	58.47
Grade 6	27.38	38.33	60.23
Grade 7	28.11	39.36	61.85
Grade 8	29.54	41.35	64.98
Grade 9	32.71	45.80	71.97

**B.2.2 Casual adult employees—overtime rates**

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	<b>% of minimum hourly rate</b>		
	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Introductory level employee	30.98	39.83	48.68

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of minimum hourly rate		
	175%	225%	275%
	\$	\$	\$
Grade 1	31.87	40.97	50.08
Grade 2	33.09	42.55	52.00
Grade 3	34.23	44.01	53.79
Grade 4	36.07	46.37	56.68
Grade 5	37.21	47.84	58.47
Grade 6	38.33	49.28	60.23
Grade 7	39.36	50.60	61.85
Grade 8	41.35	53.17	64.98
Grade 9	45.80	58.88	71.97

**B.3 Full-time and part-time junior employees—other than exhibition employees**

The **junior hourly rate** is based on a percentage of the appropriate adult wage rate in accordance with clause 16.2. Adult rates apply from 20 years of age in accordance with clause 16.2.

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

	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	100%	150%	250%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	9.74	14.61	24.35
17 years	11.51	17.27	28.78
18 years	13.28	19.92	33.20
19 years	15.05	22.58	37.63
<b>Grade 1</b>			
Under 17 years	10.02	15.03	25.05
17 years	11.84	17.76	29.60
18 years	13.66	20.49	34.15
19 years	15.48	23.22	38.70

	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	100%	150%	250%
	\$	\$	\$
<b>Grade 2</b>			
Under 17 years	10.40	15.60	26.00
17 years	12.29	18.44	30.73
18 years	14.18	21.27	35.45
19 years	16.07	24.11	40.18
<b>Grade 3</b>			
Under 17 years	10.76	16.14	26.90
17 years	12.71	19.07	31.78
18 years	14.67	22.01	36.68
19 years	16.63	24.95	41.58

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

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of junior hourly rate		
	150%	200%	250%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	14.61	19.48	24.35
17 years	17.27	23.02	28.78
18 years	19.92	26.56	33.20
19 years	22.58	30.10	37.63
<b>Grade 1</b>			
Under 17 years	15.03	20.04	25.05
17 years	17.76	23.68	29.60
18 years	20.49	27.32	34.15
19 years	23.22	30.96	38.70
<b>Grade 2</b>			
Under 17 years	15.60	20.80	26.00
17 years	18.44	24.58	30.73
18 years	21.27	28.36	35.45

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of junior hourly rate		
	150%	200%	250%
	\$	\$	\$
19 years	24.11	32.14	40.18
<b>Grade 3</b>			
Under 17 years	16.14	21.52	26.90
17 years	19.07	25.42	31.78
18 years	22.01	29.34	36.68
19 years	24.95	33.26	41.58

**B.4 Casual junior employees—other than exhibition employees**

**B.4.1 Casual junior employees—ordinary and penalty rates**

	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	125%	175%	275%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	12.18	17.05	26.79
17 years	14.39	20.14	31.65
18 years	16.60	23.24	36.52
19 years	18.81	26.34	41.39
<b>Grade 1</b>			
Under 17 years	12.53	17.54	27.56
17 years	14.80	20.72	32.56
18 years	17.08	23.91	37.57
19 years	19.35	27.09	42.57
<b>Grade 2</b>			
Under 17 years	13.00	18.20	28.60
17 years	15.36	21.51	33.80
18 years	17.73	24.82	39.00
19 years	20.09	28.12	44.19
<b>Grade 3</b>			
Under 17 years	13.45	18.83	29.59

	Ordinary hours	Sunday	Public holiday
	% of junior hourly rate		
	125%	175%	275%
	\$	\$	\$
17 years	15.89	22.24	34.95
18 years	18.34	25.67	40.34
19 years	20.79	29.10	45.73

**B.4.2 Casual junior employees—overtime rates**

	Monday to Sunday		Public holiday
	First 3 hours	After 3 hours	
	% of junior hourly rate		
	175%	225%	275%
	\$	\$	\$
<b>Introductory level employee</b>			
Under 17 years	17.05	21.92	26.79
17 years	20.14	25.90	31.65
18 years	23.24	29.88	36.52
19 years	26.34	33.86	41.39
<b>Grade 1</b>			
Under 17 years	17.54	22.55	27.56
17 years	20.72	26.64	32.56
18 years	23.91	30.74	37.57
19 years	27.09	34.83	42.57
<b>Grade 2</b>			
Under 17 years	18.20	23.40	28.60
17 years	21.51	27.65	33.80
18 years	24.82	31.91	39.00
19 years	28.12	36.16	44.19
<b>Grade 3</b>			
Under 17 years	18.83	24.21	29.59
17 years	22.24	28.60	34.95
18 years	25.67	33.01	40.34
19 years	29.10	37.42	45.73

## Schedule C—Summary of Hourly Rates of Pay—Exhibition Employees

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

Parties are asked to confirm that, consistent with clause 17.2(b), exhibition employees may only be employed at Grades 2, 4 or 5.

### C.1 Ordinary hourly rate

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

**C.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 16.1.

### C.2 Full-time and part-time adult employees

#### C.2.1 Full-time and part-time adult employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate	
	100%	200%
	\$	\$
Grade 2 (General hand)	18.91	37.82
Grade 4 (Exhibition technician)	20.61	41.22
Grade 5 (Supervisory exhibition technician)	21.26	42.52

#### C.2.2 Full-time and part-time adult employees—overtime rates

	Monday to Sunday			Public holiday
	All work in excess of 12 hours per shift or 56 hours in a week	Work in excess of 76 hours in a two week roster cycle		All hours worked
First 24 hours		After 24 hours		
	% of ordinary hourly rate			
	200%	150%	200%	200%
	\$	\$	\$	\$
Grade 2 (General hand)	37.82	28.37	37.82	37.82
Grade 4 (Exhibition technician)	41.22	30.92	41.22	41.22
Grade 5 (Supervisory exhibition technician)	42.52	31.89	42.52	42.52

### C.3 Casual adult employees

#### C.3.1 Casual adult employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate	
	125%	200%
	\$	\$
Grade 2 (General hand)	23.64	37.82
Grade 4 (Exhibition technician)	25.76	41.22
Grade 5 (Supervisory exhibition technician)	26.58	42.52

#### C.3.2 Casual adult employees—overtime rates

	Monday to Sunday	Public holiday
	% of ordinary hourly rate	
	225%	200%
	\$	\$
Grade 2 (General hand)	42.55	37.82
Grade 4 (Exhibition technician)	46.37	41.22
Grade 5 (Supervisory exhibition technician)	47.84	42.52

## Schedule D—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2017

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

### D.1 Wage-related allowances

The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly wage for a Grade 4 employee in clause 16.1 = **\$809.10**.

Allowance	Clause	% of standard rate \$809.10	\$ per week unless stated otherwise
Special allowances for exhibition employees—full-time and part-time <sup>1</sup> :	17.2(b)		
General hand—flexible loading allowance		6.60	53.40
Exhibition technician—flexible loading allowance		7.10	57.45
Exhibition technician—supervisory loading allowance		3.20	25.89
Supervisory exhibition technician—flexible loading allowance		7.50	60.68
Supervisory exhibition technician—supervisory loading allowance		6.40	51.78
In charge of tractor plant allowance:	17.2(e)		
Weekly; OR		3.00	24.27
Hourly		weekly allowance/38	0.64 per hour
First aid allowance:	17.2(d)		
Weekly; OR		2.00	16.18
Hourly		weekly allowance/38	0.43 per hour
Employee in charge of golf links with more than 18 holes, bowling greens or lawn tennis courts	17.2(c)	5.33	43.13

<sup>1</sup> This allowance applies for all purposes

#### D.1.1 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.



## D.2 Expense-related allowances

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

Allowance	Clause	\$
Meal allowance—overtime of two or more hours	17.3(b)	11.10 per occasion
Uniform allowance—laundrying:	17.3(e)	
Per day		1.32 per day
Maximum per week		Up to 6.62 per week
Transport allowance—use of own vehicle	17.3(f)	0.78 per km
Tool allowance:	17.3(d)(i)	
Tradesperson (other than Carpenter)		13.52 per week
Carpenter		26.37 per week

### D.2.1 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
Laundry allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Transport allowance	Private motoring sub-group

## Schedule E—Supported Wage System

Monetary amounts adjusted as a result of [PR592689](#)

**E.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.

**E.2** In this schedule:

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

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

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

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

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

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

### **E.3 Eligibility criteria**

**E.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.

**E.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.

## E.4 Supported wage rates

E.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 E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than **\$84** per week.

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

## E.5 Assessment of capacity

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

E.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.

## E.6 Lodgement of SWS wage assessment agreement

E.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.

E.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.

## **E.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.

## **E.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.

## **E.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.

## **E.10 Trial period**

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- E.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.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$84** per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.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 E.5.

**Schedule F—National Training Wage**

Schedule deleted in accordance with [PR593856](#)

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## **Schedule G—School-based Apprentices**

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

## Schedule H—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 I—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 J—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 K—2017 Part-day Public Holidays

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

Schedule K amended in accordance with [PR598110](#)

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

**K.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017) or New Year's Eve (31 December 2017) 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 K.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause K.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

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

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