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Publication date	Reason for amendments	Clauses affected
8 December 2014	Correct technical and drafting errors	8.2(d), 9.1(c), 10.1, 10.3, 11.2(b), 11.2(c), 11.3(b)(i), 15.2, 15.3(b), 15.3(e), 20.2,
30 October 2015	Incorporate changes resulting from [2014] FWCFB 9412	1.2, 1.5, 2.1, 2.2, 3, 5.1, 6.4(b)(iii) (deleted), 10.5(e) (deleted), 15, 16, 17, 18, 19, 20, 21, Schedule E, Schedule F
	Incorporate changes resulting from with [2015] FWCFB 3500 , PR566747 , PR566879 and PR568050	10, 10.6(b), Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from [2015] FWCFB 4658	1, 10 15, Schedule B, Schedule G
	Incorporate changes resulting from [2015] FWCFB 6656	1.5
	Incorporate changes resulting from [2015] FWCFB 7236	8.2(d), 10.6, 11.3(b), Schedule E
13 June 2017	Further incorporating changes resulting from [2015] FWCFB 7236 .	10.6
	Further incorporating changes resulting from [2014] FWCFB 9412	6.4(b)(ii) (delete)
	Correct drafting error	3.8 (clause number deleted for note), 11.2(d), 14.2, 20.2
	Proposed changes agreed by parties marked in red text	13.1(a)(iv)
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579839 , PR579572 , and PR581528	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from PR580863	Schedule F
	Incorporate changes resulting from PR583046	15, Schedule H, Schedule I
	Incorporate changes resulting from PR584128	14.4, Schedule J

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT

Pharmaceutical Industry Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Pharmaceutical Industry Award 2010* (Pharmaceutical Award) as at 29 October 2015. This exposure draft does not seek to amend any entitlements under the Pharmaceutical 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 [AM2014/81](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Pharmaceutical Industry Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule G—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

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

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the pharmaceutical industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 3.2 In this award the **pharmaceutical industry** means:
- (a) the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
 - (b) the wholesaling of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
 - (c) processes and activities that are incidental or ancillary to the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals.
- 3.3 The award does not cover employers and employees covered by the:

- (a) *Food, Beverage and Tobacco Manufacturing Award 2015*; or
- (b) *Manufacturing and Associated Industries and Occupations Award 2015*.

3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.6 This award does not cover:

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

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

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

4. Award flexibility

4.1 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.

4.2 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.

4.3 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 4.1; 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.

4.4 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.

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

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 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.

4.8 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).

- 4.9** The notice provisions in clause 4.8(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 4.8(a), subject to four weeks' notice of termination.
- 4.10** 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.

5. Facilitative provisions

- 5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.
- 5.2** Facilitative provisions in this award are contained in the following clauses:
- (a) clause 8.2(c)—Ordinary hours—day workers;
 - (b) clause 9.1(c)—Unpaid meal breaks;
 - (c) clause 10.5—Payment of wages;
 - (d) clause 15.9—Annual leave in advance; and
 - (e) clause 18.3—Substitution of public holidays.

Part 2—Types of Employment and Classifications

6. Types of employment

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

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

6.2 Full-time employees

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

6.3 Part-time employees

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

- (b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (c) Any agreed variation to the regular pattern of work will be recorded in writing.
- (d) On each occasion a part-time employee is required to attend work, the employee must be engaged for a minimum of three consecutive hours.

6.4 Casual employees

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

- (b) **Casual loading**

6.4(b)(ii) deleted in accordance with [69] of [\[2014\] FWCFB 9412](#); 6.4(b)(i) renumbered accordingly

(i) For each ordinary hour worked, a casual employee must be paid:

- the minimum hourly rate; and
- a loading of 25% of the minimum hourly rate,

for the classification in which they are employed.

~~(ii) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.~~

7. Classifications

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

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

8.2 Ordinary hours—day workers

- (a) The ordinary hours of work for a day worker are an average of 38 hours per week but not exceeding 152 hours in 28 consecutive days.
- (b) Ordinary hours are worked continuously, except for meal breaks and rest pauses, between 7.45 am and 5.15 pm, Monday to Friday.
- (c) Where the employer and the majority of employees in the affected plant, work section or sections agree, the spread of hours may be altered by up to one hour at either end of the spread.

- (d) The ordinary hours of work for a part-time employee will be in accordance with clause 6—Types of employment.

8.3 Ordinary hours—shiftworkers

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

9. Breaks

9.1 Unpaid meal breaks

Subject to clause 9.3:

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

9.2 Rest breaks

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

9.3 Crib time

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

Part 4—Wages and Allowances

10. Minimum wages

10.1 Adult employee minimum wages

Rates updated as a result of AWR 2016

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

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Manufacturing/production worker		
Grade 1		
On commencement	718.60	18.91
After 3 months	727.70	19.15
After 12 months	736.40	19.38
Grade 2	743.20	19.56
Grade 3	765.10	20.13
Grade 4	787.40	20.72
Warehouse/distribution worker		
Grade 1		
On commencement	718.60	18.91
After 3 months	727.70	19.15
After 12 months	736.40	19.38
Grade 2	743.20	19.56
Grade 3	765.10	20.13
Grade 4	787.40	20.72

- (b) The following adult employees are not entitled to the minimum wages set out in the table in clause 10.1(a):
- (i) a trainee (see Schedule E—National Training Wage); and
 - (ii) an employee receiving a supported wages (see Schedule D—Supported Wage System).

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

10.2 Junior employees

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

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

10.3 Supported wage system

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

10.4 National training wage

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

10.5 Payment of wages

- (a) Wages will be paid weekly either by cash, cheque or electronic funds transfer. If the employer and the majority of affected employees or an individual employee agree, wages may be paid fortnightly.
- (b) Payment will be no later than Thursday in each pay week, unless otherwise agreed with the majority of employees. Where a public holiday falls on a Thursday or Friday in that week, accrued wages must be paid on the previous Wednesday.

Penalties upon late payment of wages is being considered in matter [AM2016/8](#)

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

Payment of wages on termination is being considered in matter [AM2016/8](#), see [draft determination \(at attachment A of Statement\)](#)

- (d) On termination of employment, the wages due to an employee must be paid on the day of such termination or be forwarded to them within two business days after termination.

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

10.6 Higher duties

10.6 amended according to paragraph [171] of [\[2015\] FWC FB 7236](#).

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

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

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

11. Allowances

11.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances.

11.2 Wage related allowances

(a) First aid allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

- (i) An allowance of **\$15.58** per week must be paid to an employee appointed by the employer as a first aid officer.
- (ii) An employer must appoint, where available, an employee who holding a current St John Ambulance or Red Cross Society first aid certificate to be in charge of first aid in a workplace where no industrial nurse is available.
- (iii) An employee on being requested by the employer to obtain first aid attendant qualifications of St John Ambulance standard or equivalent must, on attaining such qualifications be reimbursed by the employer for the cost of approved books/manuals and other approved out-of-pocket expenses associated with attending the first aid course and any subsequent approved refresher courses.

(b) Gentian violet and similar substances

Monetary amounts in this clause adjusted as a result of AWR 2016

An allowance of **\$0.52** per hour must be paid to an employee while engaged in processing and/or repacking in bulk Gentian Violet, Methylene Blue, Acriflavine or similar substances, with a minimum payment of **\$1.57** per day.

(c) Chlorpromazine hydrochloride

Monetary amounts in this clause adjusted as a result of AWR 2016

An allowance of **\$0.44** per hour or part of an hour must be paid to an employee while engaged in granulating and/or tableting and/or coating chlorpromazine hydrochloride or compounding chlorpromazine hydrochloride solution.

(d) Respirator

Monetary amounts in this clause adjusted as a result of AWR 2016

An allowance of **\$0.75** per hour must be paid to an employee while the employee is required to work in any area which requires the employee to wear a respirator.

(e) Sterile areas

An allowance of **\$2.22** per day or part of a day must be paid to an employee while the employee is required to work in a sterile area.

(f) Dust mask

An allowance of **\$2.22** per day or part of a day must be paid to an employee while the employee is required to work in areas, other than sterile areas, which require the continued wearing of a dust mask.

11.3 Expense related allowances

(a) Meal allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

(i) A meal allowance of **\$13.81** per meal must be paid to an employee who is required to work overtime for a period exceeding one and a half hours:

- after the normal time for ending work; or
- after 5.45 pm,

whichever is earlier.

(ii) The allowance is not payable if the employee is provided with an adequate meal from the employer's canteen.

(iii) If the employee was notified the previous day of the need to work overtime, and the overtime is then not actually worked, the employee is still entitled to the meal allowance.

(b) Clothing and footwear allowance

(i) An employer must supply and clean or reimburse an employee for the purchase and/or cleaning of:

- two sets of overalls or other protective clothing per year;
- additional overalls or other protective clothing necessitated by the employee being employed in the handling in bulk of acids or other materials injurious to clothing;
- waterproof boots if the employee is required to work in wet places; and
- suitable footwear where the material being used by an employee in the process of manufacture comes in contact with and is injurious to footwear or where the employer requires the employee to wear protective footwear for safety reasons.

- (ii) Any clothing or footwear supplied by an employer remains the property of the employer.
- (iii) Where an employee wants to wear safety footwear that is not required under clause 11.3(b)(i), the employer must reimburse the employee for 50% of the cost of such safety footwear and the reasonably required replacement of such footwear.

12. Superannuation

12.1 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.

12.2 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.

12.3 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 12.2.
- (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 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount

authorised under clauses 12.3(a) or 12.3(b), to one of the following superannuation funds or its successor:

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

12.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 12.2 and pay the amount authorised under clauses 12.3(a) or 12.3(b):

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

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

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

Part 5—Penalties and Overtime

13. Penalty rates

13.1 Shift definitions

- (a) For the purposes of this award:
 - (i) **afternoon shift** means any shift finishing after 6.00 pm and at or before midnight;
 - (ii) **night shift** means any shift finishing after midnight and at or before 7.00 am;

- (iii) **permanent night shift** means an employee is required to work:
 - during a period of engagement on shift, on night shift only; or
 - on night shift for a longer period than four consecutive weeks; or
 - on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each three shift cycle;
- (iv) **non-successive afternoon/night shift** means an employee is required to work an afternoon or night shift which does not continue:
 - for at least five successive afternoons or nights in a five day workshop;
~~or~~
 - ~~for at least six successive afternoons or nights in a six day workshop.~~

13.2 Afternoon and night shift allowances

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

See Schedule B for a summary of hourly rates of pay including penalties.

14. Overtime

14 amended in accordance with [PR584128](#) (14.4 inserted)

14.1 Definition of overtime

- (a) For a full-time or casual employee overtime is any time worked:
 - (i) outside the times of beginning and ending work in any one day;
 - (ii) within the times of beginning and ending work but in excess of eight hours in any one day;
 - (iii) on a Saturday, Sunday, public holiday or rostered day off.
- (b) For a part-time employee, overtime is any time worked in excess of the employee's hours as agreed in accordance with clauses 6.3(b) and 6.3(c).

14.2 Overtime rates

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

For overtime worked on	Overtime time rate	Minimum payment
------------------------	--------------------	-----------------

Day workers		
Monday to Friday working overtime within the times of beginning and ending work but in excess of 8 hours in any one day:		
– first 2 hours	150%	–
– after 2 hours	200%	
Shiftworkers		
Monday to Friday working overtime within the times of beginning and ending work but in excess of 8 hours in any one day:		
– first 3 hours	150%	–
– after 3 hours	200%	
All employees		
Monday to Friday outside the times of beginning and ending work in any one day:		
– first 2 hours	150%	–
– after 2 hours	200%	
Saturday – first 2 hours	150%	3 hours
Saturday – after 2 hours	200%	
Sunday all day	200%	3 hours
Rostered day off	250%	–
Public holiday all day	250%	–

See Schedule B for a summary of overtime rates.

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

14.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 14.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

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

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 14.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 14.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 14.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in 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 14.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 14.4 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 14.4 applies has not been taken, the

employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.4.

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

15 amended in accordance with [PR583046](#) (clauses 15.4 to 15.6 renumbered as 15.9 to 15.10; new clauses 15.4 to 15.7 inserted; renumbered 15.9 substituted; new 15.11 inserted)

15.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

15.2 Definition of a shiftworker

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

15.3 Payment for annual leave

- (a) An employee must be paid for a period of annual leave before the employee goes on leave.
- (b) Where an employee has regular weekly hours of work, the employer must pay the employee the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (c) Where an employee does not have regular weekly hours of work, the employer must pay the employee the average weekly wages they received in respect of the ordinary hours the employee worked during the period in which they accrued the annual leave.
- (d) For the purposes of clauses 15.3(b) and 15.3(c), the wages payable to the employee:
 - (i) include the employee's ordinary wages, allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any overaward payment; and
 - (ii) do not include overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the

employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

(e) Annual leave loading

In addition, the employer must pay:

- (i) an employee who is a day worker, a loading of 17.5% calculated on the wages set out in clause 15.3(d).
- (ii) an employee who have worked on shift work had they not been on leave, the greater of:
 - a loading of 17.5% calculated on the wages set out in clause 15.3(d); or
 - the penalty rate payments the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.

15.4 Electronic funds transfer (EFT) payment of annual leave

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

15.5 Excessive leave accruals: general provision

Note: Clauses 15.5 to 15.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 15.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when

any other paid annual leave arrangements (whether made under clause 15.5, 15.6 or 15.7 or otherwise agreed by the employer and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
 - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 15.6(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.

15.7 Excessive leave accruals: request by employee for leave

- (a) Clause 15.7 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 15.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 15.6(a) that, when any other paid annual leave arrangements (whether made under clause 15.5, 15.6 or 15.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.5, 15.6 or 15.7 or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 15.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

15.8 Annual close-down

- (a) Notwithstanding [s.88](#) of the Act and clause 15.5, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:
- (i) the employer gives not less than four weeks' notice of intention to do so; and
 - (ii) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and also paid for that leave at the appropriate wage in accordance with clause 15.1; and
 - (iii) an employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid annual leave for the period for which they have accrued sufficient annual leave and given unpaid leave for the remainder of the close-down; and
 - (iv) any leave taken by an employee as a result of a close-down pursuant to clause 15.5 also counts as service by the employee with their employer; and
 - (v) the employer may only close down the enterprise or part of it pursuant to clause 15.5 for one period in a year.

15.9 Annual leave in advance

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

Note: An example of the type of agreement required by clause 15.9 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 15.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

15.10 Payment of accrued annual leave on termination of employment

- (a) The NES provides for payment of accrued annual leave upon termination of employment. For the full NES entitlement see [s.90\(2\)](#) of the Act.
- (b) Any leave paid out upon termination of employment will be paid at the wages set out in clause 15.3(d).

15.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.11 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 15.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.11 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.11.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.11.

Note 3: An example of the type of agreement required by clause 15.11 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

16. Personal/carer's leave and compassionate leave

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

17. Parental leave and related entitlements

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

18. Public holidays

18.1 Public holidays are provided for in the NES.

18.2 Where an employee works on a public holiday they will be paid in accordance with clause 14.2.

18.3 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in a workplace, another day may be substituted for a public holiday.

18.4 Part-day public holiday

18.4 inserted on 1 September 2016

For provisions relating to part-day public holidays see Schedule F—2016 Part-day public holidays.

19. Community service leave

Community service leave is provided for in the NES.

20. Termination of employment

20.1 Notice of termination is provided for in the NES.

20.2 Notice of termination by an employee

20.2 amended to reflect wording in current award.

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~~ 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.

20.3 Job search entitlement

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.

21. Redundancy

21.1 Redundancy pay is provided for in the NES.

21.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be 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.

21.3 Employee leaving during notice period

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

21.4 Job search entitlement

- (a)** An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b)** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c)** This entitlement applies instead of clause 20.3.

Part 7—Consultation and Dispute Resolution

22. Consultation

22.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) 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.
- (ii) **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.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21.1(a), 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.
- (ii) 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 21.1(a).
- (iii) 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.

22.2 Consultation about changes to rosters or hours of work

- (a) 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.
- (b) 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.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

23. Dispute resolution

- 23.1** 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.
- 23.2** 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 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** 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.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Schedule A—Classification Definitions

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

A.1 Manufacturing/production workers

A.1.1 Manufacturing/production worker grade 1

(a) **Points of entry**

New employee.

(b) **Definition**

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

(c) **Skills/duties**

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

(d) **Indicative tasks**

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

(e) **Promotional criteria**

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

A.1.2 Manufacturing/production worker grade 2

(a) **Points of entry**

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

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

(b) Definition

An employee working under routine supervision.

(c) Skills/duties

(i) Able to work from instructions and procedures.

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

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

(d) Indicative tasks

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

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

(iii) Operating plant or manufacture of product.

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

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

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

(e) Promotional criteria

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

A.1.3 Manufacturing/production worker grade 3

(a) Points of entry

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

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

(b) Definition

An employee working under limited supervision.

(c) Skills/duties

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

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

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

(d) Indicative tasks

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

(e) Promotional criteria

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

A.1.4 Manufacturing/production worker grade 4

(a) Points of entry

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

(b) Definition

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

(c) Skills/duties

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

(d) Indicative tasks

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

A.2 Warehouse/distribution workers

A.2.1 Warehouse/distribution worker grade 1

(a) Points of entry

New employee.

(b) Definition

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

(c) Skills/duties

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

(d) Indicative tasks

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

(e) Promotional criteria

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

A.2.2 Warehouse/distribution worker grade 2

(a) Points of entry

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

(b) Definition

An employee working under routine supervision.

(c) Skills/duties

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

(d) Indicative tasks

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

(e) Promotional criteria

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

A.2.3 Warehouse/distribution worker grade 3

(a) Points of entry

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

(b) Definition

An employee working under limited supervision.

(c) Skills/duties

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

(d) Indicative tasks

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

(e) Promotional criteria

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

A.2.4 Warehouse/distribution worker grade 4

(a) Points of entry

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

(b) Definition

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

(c) Skills/duties

- (i) Implements quality control techniques and procedures.
- (ii) Understands and is responsible for a warehouse or large section of a warehouse.
- (iii) Has highly developed interpersonal and communication skills.

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

Schedule B—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2016

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

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

	Monday to Friday	Public holiday
	% of minimum hourly rate	
	100%	250%
	\$	\$
Manufacturing/production worker and Warehouse/distribution worker		
Grade 1		
On commencement	18.91	47.28
After 3 months	19.15	47.88
After 12 months	19.38	48.45
Grade 2	19.56	48.90
Grade 3	20.13	50.33
Grade 4	20.72	51.80

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

	Monday to Friday ¹ – first 2 hours	Monday to Friday ¹ – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday- all day	RDO – all day	Public holiday – all day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	250%	250%
	Manufacturing/production worker and Warehouse/distribution worker						
	\$	\$	\$	\$	\$	\$	\$
Grade 1							
On commencement	28.37	37.82	28.37	37.82	37.82	47.28	47.28
After 3 months	28.73	38.30	28.73	38.30	38.30	47.88	47.88
After 12 months	29.07	38.76	29.07	38.76	38.76	48.45	48.45
Grade 2	29.34	39.12	29.34	39.12	39.12	48.90	48.90
Grade 3	30.20	40.26	30.20	40.26	40.26	50.33	50.33
Grade 4	31.08	41.44	31.08	41.44	41.44	51.80	51.80

¹ Overtime worked on Monday to Friday outside beginning and ending work, or within the times of beginning and ending work but in excess of 8 hours in any one day in accordance with clause 14.1.

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

	Day	Afternoon & night shift	Permanent night shift ¹	Non-successive shifts ¹	Public holiday
	% of minimum hourly rate				
	100%	115%	130%	150%	250%
Manufacturing/production worker and Warehouse/distribution worker					
	\$	\$	\$	\$	\$
Grade 1					
On commencement	18.91	21.75	24.58	28.37	47.28
After 3 months	19.15	22.02	24.90	28.73	47.88
After 12 months	19.38	22.29	25.19	29.07	48.45
Grade 2	19.56	22.49	25.43	29.34	48.90
Grade 3	20.13	23.15	26.17	30.20	50.33
Grade 4	20.72	23.83	26.94	31.08	51.80

¹ Permanent night shift and non-successive shift are defined in clause 13.1

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

	Monday to Friday – first 2 hours outside ¹ or 3 hours in excess ²	Monday to Friday – after 2 hours outside ¹ or 3 hours in excess ²	Saturday – first 2 hours	Saturday – after 2 hours	Sunday – all day	RDO – all day	Public holiday – all day
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	250%	250%
Manufacturing/production worker and Warehouse/distribution worker							
	\$	\$	\$	\$	\$	\$	\$
Grade 1							
On commencement	28.37	37.82	28.37	37.82	37.82	47.28	47.28
After 3 months	28.73	38.30	28.73	38.30	38.30	47.88	47.88
After 12 months	29.07	38.76	29.07	38.76	38.76	48.45	48.45
Grade 2	29.34	39.12	29.34	39.12	39.12	48.90	48.90
Grade 3	30.20	40.26	30.20	40.26	40.26	50.33	50.33
Grade 4	31.08	41.44	31.08	41.44	41.44	51.80	51.80

In accordance with clause 14.1:

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

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

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

	Monday to Friday	Public holiday
	% of minimum hourly rate	
	125%	275%
	\$	\$
Manufacturing/production worker and Warehouse/distribution worker		
Grade 1		
On commencement	23.64	52.01
After 3 months	23.94	52.67
After 12 months	24.23	53.30
Grade 2	24.45	53.79
Grade 3	25.16	55.36
Grade 4	25.90	56.98

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

	Day	Afternoon & night shift	Permanent night shift ¹	Non-successive shifts ¹	Public holiday
	% of minimum hourly rate				
	125%	140%	155%	175%	275%
	\$	\$	\$	\$	\$
Manufacturing/production worker and Warehouse/distribution worker					
Grade 1					
On commencement	23.64	26.48	29.31	33.10	52.01
After 3 months	23.94	26.81	29.69	33.52	52.67
After 12 months	24.23	27.14	30.04	33.92	53.30
Grade 2	24.45	27.38	30.32	34.23	53.79
Grade 3	25.16	28.18	31.20	35.23	55.36
Grade 4	25.90	29.01	32.12	36.26	56.98

¹ Permanent night shift and non-successive shift are defined in clause 13.1

B.7 Casual employees—overtime rates

It is unclear from clause 14 whether a casual employee is entitled to overtime rates in addition to their casual loading. This matter has been referred to the AM2014/197—Casual employment Full Bench

DRAFT

Schedule C—Summary of Monetary Allowances

C.1 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

The wage related allowances in this award are based on the standard rate as defined in Schedule G as the minimum hourly wage rate for the Manufacturing/production worker Grade 4 classification in clause 10.1= **\$20.72**

Allowance	Clause	% of <u>standard rate</u> (\$20.72)	\$
First aid	11.2(a)	75.2	15.58 per week
Gentian violet and similar substances	11.2(b)	2.5	0.52 per hour
		7.6	1.57 (minimum payment per day)
Chlorpromazine hydrochloride	11.2(c)	2.1	0.44 per hour or part thereof
Respirator	11.2(d)	3.6	0.75 per hour or part thereof
Sterile areas	11.2(e)	10.7	2.22 per day or part thereof
Dust mask	11.2(f)	10.7	2.22 per day or part thereof

C.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.

C.2 Expense related allowances

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

Allowance	Clause	\$
Meal	11.3(a)	13.81 per meal

C.3 Adjustment of allowances

C.3.1 Adjustment of expense related allowances

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

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

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

Schedule D—Supported Wage System

Schedule updated in accordance with [PR568050](#)

Rates updated as a result of AWR 2016

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

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

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

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the 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.

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process

of review must be in accordance with the procedures for assessing capacity under the supported wage system.

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

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

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

D.10.3 The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

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

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

Schedule E—National Training Wage

Rates updated as a result of AWR 2016

This schedule is being reviewed in matter [AM2016/17](#)

E.1 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training

package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

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

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

year 10 includes any year before Year 10

E.2 Coverage

E.2.1 Subject to clauses E.2.2 to E.2.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.6 to this schedule or by clause E.4.4 of this schedule.

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

E.2.3 This schedule does not apply to:

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

E.2.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

E.2.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

E.2.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.3 Types of Traineeship

The following types of traineeship are available under this schedule:

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

E.3.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

E.4 Minimum Wages

E.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.4.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.6.1 are:

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

(b) Wage Level B

Subject to clause E.4.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.6.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause E.4.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.6.3 are:

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

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause E.4.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause E.4.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

E.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.4.2(f) and E.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.6.1 are:

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

(b) Wage Level B

Subject to clauses E.4.2(f) and E.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.6.2 are:

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

(c) Wage Level C

Subject to clauses E.4.2(f) and E.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.6.3 are:

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses E.4.2(f) and E.4.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.6 are as follows when the trainee works ordinary hours:

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

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses E.4.2(f) and E.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.4.2(f) and E.4.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.4.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.4.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.4.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.4.3 Other minimum wage provisions

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

E.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.5 Employment conditions

E.5.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

E.5.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

E.5.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.4.2(f)(ii) and not by this clause.

E.5.4 Subject to clause E.2.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

E.6 Allocation of Traineeships to Wage Levels

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

E.6.1 Wage Level A

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

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

E.6.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II

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

E.6.3 Wage Level C

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

Schedule F—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

Schedule F amended in accordance with [PR580863](#)

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

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

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

- (h)** Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

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

DRAFT

Schedule G—Definitions

In this award, unless the contrary intention appears:

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

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

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

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

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

pharmaceutical industry means:

- (a) the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
- (b) the wholesaling of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals; or
- (c) processes and activities that are incidental or ancillary to the manufacture and production of prescription pharmaceuticals or of both prescription and non-prescription pharmaceuticals

standard rate means the minimum hourly rate for a Manufacturing/production worker Grade 4 classification in clause 10.1

Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583046](#).

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR583046](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

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

Schedule J— Agreement for time off instead of payment for overtime inserted in accordance with [PR584128](#).

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___