

The Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
19 April 2016	Correct minor errors	5.3, 8.4(d)
	Incorporate changes resulting from [2015] FWCFB 3523 and PR571845	13A
	Incorporate changes resulting from [2015] FWCFB 3023	17.2
	Incorporate changes resulting from [2015] FWCFB 3500 , PR566762 , PR566893 , and PR568050	10, 12, Schedule B, Schedule C, Schedule E
	Incorporate changes resulting from [2014] FWCFB 9412	1.2, 1.5, 2.1, 2.3, 3.5, 5.1, 6.4, 11.5 (deleted), 17.1, 18, 19, 20, 21, 22, 23, Schedule D, Schedule A
	Incorporate changes resulting from [2015] FWCFB 4658	1.1, 1.2, 6.4, 10.1, 11.5 (deleted), 16.4, 17.4, Schedule B
	Incorporate changes resulting from [2015] FWCFB 6656	1.5
	Incorporate changes resulting from [2015] FWCFB 7236	Schedule D
	Incorporate changes resulting from agreed changes in Report [PR574731]	3.1, 3.2, 3.5(a), 5.1(b), 5.2(a), 5.3(a), 6.4(c), 8.1(a), 8.1(c), 8.2, 8.4(d), 9.1(a), 9.2(a), 10.1, 10.2, 10.4, 11.4, 12.3(b), 12.3(d), 15.1, 16.1(b), 0, 16.5(b)(i), 17.5, 20.3(a), B.1.2, B.2.2
	Correct error	22.2
	Incorporate changes resulting from PR573679	Schedule F
2 November 2016	Incorporate changes resulting from PR580863	Schedule F
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579865 , PR579588 and PR581528	10, 12, Schedule B, Schedule C, Schedule E
	Incorporate changes resulting from [2016] FWCFB 3953 , PR583081	5.2, 17, Schedule H, Schedule I

	Incorporate changes resulting from [2016] FWC FB 4579, PR584158	5.2, 16.3, Schedule J
	Incorporate changes resulting from [2016] FWC FB 7254	3, 5, 6.2, 6.4, 8.1, 9, 10, 11.4, 12.3(b)(i) and 12.3(d), 13, 15.1, 16, 0, 20.3, A.7, A.8,
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

Storage Services and Wholesale Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Storage Services and Wholesale Award 2010** (the Storage Services Award) as at 8 December 2014. This exposure draft does not seek to amend any entitlements under the Storage Services 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 [AM2014/214](#). 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 *Storage Services and Wholesale Award 2016*.
- 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 A—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

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

3. Coverage

3 amended in accordance with para [195] of [2016] FWCFB 7254

- 3.1 This industry award covers employers throughout Australia in the storage services and wholesale industry and their employees in the classifications listed in clause 7—Classifications to the exclusion of any other modern award.
- ~~3.2 The storage services and wholesale industry means the receiving, handling, storing, freezing, refrigerating, bottling, packing, preparation for sale, sorting, loading, dispatch, delivery, or sale by wholesale, of produce, goods or merchandise as well as activities and processes connected, incidental or ancillary.~~
- 3.2 This award does not cover employees to the extent that the employer is covered by:
 - (a) another modern award that contains classifications relating to functions included within the definition of the storage services and wholesale industry with respect to any employee who is covered by that award; or

(b) the *Road Transport and Distribution Award 2015*.

- 3.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 and 0 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.
- 3.4 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 0 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 3.1 and 0 are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.5 This award does not cover:
- (a) employees excluded from award coverage by the ~~Act 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;
- 3.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and 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 amended in accordance with para [195] of [2016] FWCFB 7254

5.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.
- (b) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. ~~Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.~~

5.2 Facilitation by individual agreement

5.2 amended in accordance with PR584158 and PR583081; amended in accordance with para [195] of [2016] FWCFB 7254

- (a) The following facilitative provisions can be utilised upon agreement between an employer and an employee:
- (i) ~~clause 12.3(b)—Travelling allowances;~~
 - (i) clause 8.1(d)—Hours of work—maximum number of hours;
 - (ii) clause 8.1(e)—Hours of work—days of the week;
 - (iii) clause 8.2—Hours of work—spread of hours;
 - (iv) clause 8.4(c)—Hours of work—normal rostered day off; ~~and~~
 - (v) clause 15.3—Shiftwork—transfer to or from shiftwork;
 - (vi) clause 16.3—Time off instead of payment for overtime;
 - (vii) clause 17.6—Agreement to take annual leave in advance;
 - (viii) clause 17.7—Agreement to cash out annual leave; and
 - (ix) clause 20.3(a)—Rostered day off falling on a public holiday.
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

5.3 Facilitation by majority agreement

5.3 amended in accordance with para [195] of [2016] FWCFB 7254

- (a) The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or part of it. Once such an agreement has been reached, the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:
- ~~(i) clause 11—Payment of wages;~~
 - ~~(ii) clause 8.1—Hours of work—ordinary hours;~~
 - (i) clause 8.1(d)—Hours of work—maximum number of hours; ~~and~~
 - (ii) clause 8.1(e)—Hours of work—days of week;
 - (iii) clause 8.2—Hours of work—spread of hours;
 - (iv) clause 15.2—Shiftwork—span of hours;
 - (v) clause 15.4(d)—Shiftwork—variation of hours;
 - (vi) ~~clause 15.2~~ 15.5—Shift rosters; and
 - (vii) clause 20.2(a)—Substitution of public holidays.
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

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 employment

6.2 amended in accordance with para [200] of [2016] FWCFB 7254

A full-time employee is one engaged ~~and paid~~ by the week to work an average of 38 ordinary hours averaged over 4 weeks.

6.3 Part-time employment

- (a) An employer may employ part-time employees in any classification in this award.
- (b) A part-time employee:

- (i) is engaged to work less than 38 ordinary hours per week;
 - (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.
- (c) 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:
- (i) the hours worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times each day.
- (d) Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 16—Overtime and penalty rates.
- (g) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate for the class of work performed.
- (h) Commencement of part-time work and return from part-time to full-time work will not break the continuity of service or employment.
- (i) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 6.4.

6.4 Casual employment

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) A casual employee will be guaranteed not less than four hours' engagement every start.
- (c) **Casual loading**

6.4(c) amended in accordance with para [195] of [2016] FWCFB 7254

- (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 classifications under this award are set out in Schedule A—Classification Definitions.

Part 3—Hours of Work

8. Hours of work

8 amended in accordance with para [195] of [2016] FWCFB 7254

8.1 Ordinary hours of work—day workers

- (a) ~~A full-time employee's~~ The ordinary hours will be up to 38 hours per week averaged over 4 weeks.
- (b) Ordinary hours are worked between 7.00 am and 5.30 pm, Monday to Friday.
- (c) The ordinary hours will be worked on four or five days of not more than eight hours (Monday to Friday inclusive) each continuously, except for meal breaks, at the discretion of the employer.
- (d) An employee may work up to 10 ordinary hours in a day, by agreement between the employer and the majority of employees concerned or between the employee and the employer.
- (e) The days on which ordinary hours are worked may include Saturday and Sunday by agreement between the employer and the majority of employees concerned or between the employee and the employer.
- (f) The ordinary hours may be implemented over a period of four weeks by:
 - (i) employees working less than eight ordinary hours on one or more days a week; or
 - (ii) rostering employees off on days of the week during a particular work cycle so that each employee has one day off during that work cycle.

8.2 Spread of ordinary hours

The spread of ordinary hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or between the employee and the employer.

8.3 Changing ordinary hours of work

An employer must give one week's notice before changing the starting and finishing times in any establishment.

8.4 Rostered days off

- (a) Where a system of working is adopted to allow one rostered day off in each four weeks an employee will not be entitled to more than 12 rostered days off in any 12 month period.

(b) Notice of rostered days off

An employer must give an employee at least four weeks' notice of the weekday of the employee's rostered day off.

(c) Flexibility in relation to rostered days off

An individual employee, with the agreement of the employer may substitute the day the employee is to take off for another day.

(d) Rostered days off—substitute days

Despite clause 8.4(b), an employer may, with the agreement of the majority of employees concerned, substitute a rostered day off for another day for the following reasons:

- (i)** in the case of a breakdown in machinery;
- (ii)** a failure or shortage of electric power;
- (iii)** to meet the requirements of the business in the event of rush orders or some other emergency situation.

8.5 Make-up time

- (a)** An employee may elect, with the consent of the employer, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours.
- (b)** An employee on shiftwork may elect, with the consent of the employee's employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.
- (c)** On each occasion that the employee elects to use this provision the resulting agreement will be recorded at the time when the agreement is made.

9. Breaks

9 amended in accordance with para [195] of [2016] FWCFB 7254

9.1 Meal breaks

- (a)** No employee will be required to work longer than five hours without a break for a meal, not less than 30 minutes or more than one hour in duration. ~~An employee is entitled to an unpaid meal break of not less than 30 minutes or more than one hour, after every five hours worked.~~
- (b)** Where a meal break is to be taken immediately prior to or during a period of overtime, it will not exceed one hour in duration.

9.2 Rest break

All employees are entitled to a paid rest break of 10 minutes each morning and afternoon. These breaks are to be counted as time worked and taken at a time fixed by the employer, provided that the rest break will not be:

- (a) within one hour of ~~normal starting or finishing time~~ commencement or cessation of work; or
- (b) within one hour either side of a meal break.

Part 4—Wages and Allowances

10. Minimum wages

Rates updated as a result of AWR 2016; 10 amended in accordance with para [195] of [2016] FWCFB 7254

10.1 Minimum wage rates

The minimum wage rates of pay for a ~~full-time~~ an adult employee are set out below:

Classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$
Storeworker grade 1			
On commencement	718.60	18.91	23.09
After 3 months	727.70	19.15	23.38
After 12 months	736.40	19.38	23.65
Storeworker grade 2	743.20	19.56	23.88
Storeworker grade 3	765.10	20.13	24.58
Storeworker grade 4	787.40	20.72	25.29
Wholesale employee level 1			
On commencement	718.60	18.91	23.09
After 3 months	727.70	19.15	23.38
After 12 months	736.40	19.38	23.65
Wholesale employee level 2	743.20	19.56	23.88
Wholesale employee level 3	765.10	20.13	24.58
Wholesale employee level 4	787.40	20.72	25.29

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

10.2 Juniors

The minimum wage rate to be paid to junior employees is as follows:

Age	Percentage of weekly wage for Storeworker grade 1 or Wholesale employee level 1 %
Under 16 years of age	40
16 years of age	50

Age	Percentage of weekly wage for Storeworker grade 1 or Wholesale employee level 1 %
17 years of age	60
18 years of age	70
19 years of age and over	The appropriate adult rate

10.3 National training wage

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

10.4 Supported wage system

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

11. Payment of wages

11.1 Period of payment

Wages must be paid either weekly or fortnightly.

11.2 Method of payment

Wages must be paid by cash or cheque during working hours or by electronic funds transfer into the employee's bank or other recognised financial institution account.

11.3 Payment of wages on termination of employment

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

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee as soon as reasonably practicable and within two working days after the termination.

11.4 Public holiday or day off coinciding with pay day

11.4 amended in accordance with para [195] of [2016] FWCFB 7254

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the day being a public holiday or of the arrangement of the employee's ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day preceding pay day. However, if the employer is able to make suitable arrangements and the employee agrees, wages may be paid on the working day immediately following pay day.

~~If an employee:~~

- ~~• is paid wages by cash or cheque; and~~
- ~~• their pay day coincides with a public holiday or a day off,~~

~~the employee must be paid either:~~

- ~~no later than the working day before pay day; or~~
- ~~on the working day immediately following pay day, if the employer is able to make suitable arrangements and the employee agrees.~~

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.

12. Allowances

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

12.1 The employer must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

12.2 Wage related allowances

(a) First aid allowance

- (i) An employee who is qualified to St John Ambulance standard or equivalent will be paid an allowance **\$11.81** per week, if requested to act as the first aid attendant.
- (ii) If the employer requests that an employee obtain first aid attendant qualifications (St John Ambulance standard or equivalent), the employee must be reimbursed:
 - the cost of approved books/manuals; and
 - other approved out-of-pocket expenses associated with attending the first aid course;on attaining such qualifications

(b) Cold temperatures

Employees required to work in cold temperatures will be paid the additional rates as follows:

- (i) from -15.6°C (4°F) down to -18.9°C (-2°F)—**\$0.79** per hour or part thereof;
- (ii) less than -18.9°C (-2°F) down to -23.3°C (-10°F)—**\$1.18** per hour or part thereof; or
- (iii) less than -23.3°C (-10°F)—**\$1.57** per hour or part thereof.

12.3 Expense related allowances

(a) Meal allowance

An employee required to work overtime in excess of one hour after the usual finishing time will be paid an allowance of **\$16.10**. The meal allowance will not be payable to an employee who can reasonably return home for a meal.

(b) Travelling, transport and fares reimbursement

12.3(b)(i) amended in accordance with para [195] of [2016] FWCFB 7254

~~(i) An employee who is required to work at a job away from their usual workshop or depot will, at the employer's direction, start work at the usual starting time and be paid:~~

- ~~• for all time reasonably spent travelling to and from work in excess of the time normally spent travelling to or from their usual workplace; and~~
- ~~• for any fares reasonably incurred in excess of the fares normally incurred travelling between home and their usual workplace.~~

(i) An employee who on any day, or from day to day, is required to work at a job away from the employee's accustomed workshop or depot, will at the direction of the employer, present for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from the employee's home to such workshop or depot and returning), will be paid travelling time, and any fares reasonably incurred in excess of those normally incurred in travelling between home and such workshop or depot.

(ii) The rate of pay for travelling time will be at ordinary rates, except on Sundays and public holidays when an employee will be paid at **150%** of the minimum hourly rate.

(c) Provision of tools

An employee will be reimbursed for the cost of purchasing or supplying tools if:

- (i) they are required to use these tools in the course of their work; and
- (ii) the tools are not provided by the employer.

(d) Protective clothing and uniforms reimbursement

12.3(d) amended in accordance with para [195] of [2016] FWCFB 7254

(i) The employer will provide overalls to, or reimburse the ~~following~~ employees for the cost of purchasing overalls for:

- any person employed in a paint manufacturer's store; or
- any employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing.

- (ii) Where an employer requires an employee to wear any special uniform, dress or clothing, such uniform, dress or clothing will either be supplied and laundered by the employer, or the employer will reimburse the employee for the cost of laundering and purchase of such clothing.
- (iii) Where it is agreed between the employer and the employee that the work normally performed by the employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing and/or footwear will be supplied by the employer, or else the employer will reimburse the employee for the cost of such protective clothing and footwear.

(e) Damaged personal effects allowance

- (i) An employer will reimburse an employee up to a maximum of \$835.52 for the replacement or repair of each set of dentures and/or prescription spectacles if they are damaged or destroyed in the course of the employee's ordinary duties, other than through the employee's own negligence.
- (ii) The employer may require the employee to provide a statutory declaration setting out the circumstances of the damage or destruction and supporting evidence of the value of the item damaged or destroyed.
- (iii) Where an employee has already received reimbursement of costs from the employer under clause 12.3(e)(i), and later receives compensation which covers the replacement or repair of an employee's dentures and/or prescription spectacles through an applicable workers' compensation scheme, then the following will apply;
 - if the workers' compensation fully covers the cost of replacement or repair, then the employee will reimburse the employer the amount already received under clause 12.3(e)(i); and
 - if the workers' compensation only covers part of the cost of replacement or repair, an employee is only required to reimburse the employer the amount received in compensation.

13. Higher duties

13 amended to insert 13.3 and 13.4 in accordance with para [204] of [2016] FWCFB 7254.

- 13.1** A weekly_employee performs work temporarily at a classification higher than that under which the employee is engaged or deemed to be working, the employee will be paid as follows:
- (a) up to three hours on any one day—the rate prescribed for such higher classification for the time worked at the higher level with a minimum of one hour;
 - (b) over three hours on any one day—a full day's pay at the rate prescribed for such higher classification; or
 - (c) over 20 hours in any one week—a full week's pay at the rate prescribed for such higher classification.

- 13.2 A weekly employee must not suffer any reduction in wages during any week by reason of the employee performing work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.
- 13.3 If, at the direction of their employer, a casual employee performs the work of two or more classifications on the same day or shift, they will be entitled to the hourly rate applicable for the classification relevant to the work that the employee spends the largest proportion of their time undertaking on the day or shift.
- 13.4 A casual employee will only be entitled to receive the hourly rate applicable to a particular classification if they have the required skills referred to in the appropriate classification and are utilising those skills.

13A. Accident Pay

13A.1 Definitions

For the purposes of this clause, the following definitions will apply:

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

13A.2 Entitlement to accident pay

The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 26 weeks.

13A.3 Calculation of the period

- (a) The 26 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.
- (b) The termination by the employer of the employee's employment within the 26 week period will not affect the employee's entitlement to accident pay.
- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

13A.4 When not entitled to payment

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

13A.5 Return to work

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

13A.6 Redemptions

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

13A.7 Damages independent of the Acts

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

13A.8 Casual employees

For a casual employee, the weekly payment referred to in clause 13A.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings or overtime.

14. Superannuation

14.1 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.

14.2 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.

14.3 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 14.2.
- (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 14.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 14.3(a) or (b) was made.

14.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 14.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 14.2 and pay the amount authorised under clauses 14.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Labour Union Co-operative Retirement Fund (LUCRF);
- (c) TasPlan;
- (d) Sunsuper;
- (e) CareSuper;
- (f) REST;
- (g) MTAA Superannuation Fund;
- (h) 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
- (i) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

15. Shiftwork

15.1 Shiftwork definitions and penalties

15.1 amended in accordance with para [195] of [2016] FWCFB 7254

Ordinary shift	Full-time and part-time employees	Casual employees
	% of minimum hourly rate	
Early morning - Starting between 2.00 am and 7.00 am	112.5	137.5
Afternoon - finishing after 6.00 pm and at or before midnight	112.5 <u>115</u>	137.5 <u>140</u>
Night -finishing after midnight and at or before 8.30 am	112.5 <u>130</u>	137.5 <u>155</u>
Saturday - in accordance with <u>15.4(d)(ii) and 15.4(e)(i)</u>	150	175
Sunday – in accordance with <u>15.4(d)(ii) and 15.4(e)(ii)</u>	200	225
Public holiday - 16.5(c)	250	275

15.2 By agreement between the employer and the majority of employees in the workplace or a section or sections of it, the span of hours over which afternoon shift may be worked may be altered by up to one hour at either end of the span.

15.3 No requirement to work shiftwork

- (a) Employees employed as day shift employees must not be required to work afternoon shift in the absence of the employee's specific agreement.
- (b) Afternoon shift will be worked by the employees engaged specifically for this purpose, or by volunteers from day shift.
- (c) Employees must not be discriminated against in any way for not volunteering to work a particular shift.

15.4 Hours of work

- (a) The ordinary hours of work of shiftworkers will average 38 per week as provided in clause 8.1 and must not exceed 152 in any work cycle.
- (b) Except as provided in clause 15.4(c) hours will not exceed:
 - (i) eight hours in one day;
 - (ii) 38 hours in any one week;
 - (iii) 76 hours in any 14 consecutive days;
 - (iv) 114 hours in any 21 consecutive days; or
 - (v) 152 hours in any 28 consecutive days.

- (c) The ordinary hours for shift employees:
- (i) may be worked between Monday and midnight Friday, inclusive, (subject to clause 15.2);
 - (ii) will be worked on four or five days (Monday to Friday inclusive); and
 - (iii) will be worked on shifts of not more than eight hours worked continuously (excluding meal breaks),
- at the discretion of the employer.
- (d) **Variation of hours by agreement**
- An employer and the majority of employees in the workplace or a section or sections of it may agree that:
- (i) an employee may work up to 10 ordinary hours in a day; and
 - (ii) the days on which ordinary hours are worked may include Saturday and Sunday.
- (e) Where agreement is reached in accordance with clause 15.4(d)(ii), a shiftworker employee will be paid:
- (i) between midnight on Friday and midnight on Saturday—**150%** of the minimum hourly rate; and
 - (ii) between midnight on Saturday and midnight on Sunday—**200%** of the minimum hourly rate.
- (f) The extra rates in clause 15.4(e)(i) and 15.4(e)(ii) are in substitution for and not cumulative upon the shift penalties.

15.5 Setting and altering the shift roster

The employer will roster shifts at least 48 hours in advance. The roster will show the starting and finishing time of each shift. Those times once set may be altered:

- (a) by agreement between the employer and employee; or
- (b) by the employer with the provision of 24 hours' notice in cases of changes due to circumstances outside the control of the employer.

16. Overtime and penalty rates

16 amended in accordance with para [195] of [2016] FWCFB 7254.
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16.1 Payment for overtime

- (a) Overtime is payable for all time worked by an employee in excess of or outside the ordinary hours of work prescribed by this award.
- (b) Overtime will be paid ~~will be paid~~ at the rate of **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after that.
- (c) Part-time employees will be paid overtime in accordance with 6.3(f).

16.2 Calculation of overtime

For the purpose of this clause:

- (a) each day or shift worked will stand alone;
- (b) **day** means all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;
- (c) **Saturday** means all the time between midnight Friday and midnight Saturday; and
- (d) **Sunday** means all the time between midnight Saturday and midnight Sunday.

16.3 Time off instead of payment for overtime

16.3 inserted in accordance with [PR584158](#).

- (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 16.3.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 16.3 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 16.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and

- (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 16.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 16.3 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 16.3 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 16.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.3.

16.4 Rest period after overtime

- (a) Wherever reasonably practicable overtime will be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) Where an employee works so much overtime that there are fewer than 10 hours between finishing overtime on one day and commencing ordinary work on the next day, the employee will be released until the employee has had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes work or continues work without having had 10 consecutive hours off duty, the employee will be paid 200% of the minimum hourly rate until released from duty and will then

be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

16.5 Penalty rates for weekends and public holidays

16.5 amended in accordance with paras [195] and [210] of [2016] FWCFB 7254

(a) Saturdays

- (i) All ordinary time worked on a Saturday must be paid for at **150%** of the minimum hourly rate.
- (ii) An employee required to work overtime on a Saturday must be given at least three hours' work or must be paid for three hours at the rate in clause 16.5(a)(i), except where such overtime is worked immediately before or after ordinary hours of work.

(b) Sundays

- (i) All time worked on a Sunday must be paid for at **200%** of the minimum hourly rate.
- (ii) An employee required to work overtime on a Sunday must be given at least four hours' work or must be paid for four hours at the rate in clause 16.5(b)(i), except where such overtime is worked immediately before or after ordinary hours of work.

(c) Public holidays

- (i) All work performed on any of the holidays prescribed or substituted in accordance with clause 20 must be paid for at the rate of **250%** of the minimum hourly rate.
- (ii) An employee required to work on a public holiday will be given at least four hours' work or be paid for four hours at the rate in clause 16.5(c)(i).

16.6 Call-back

(a) Mondays to Fridays

An employee called back to work after the employee has left work for the day must be paid for a minimum of four hours' work calculated at the appropriate rate for each time the employee is called back.

(b) Saturdays

An employee called back to work after 12 noon on a Saturday must be paid for a minimum of four hours' work calculated at **200%** of the minimum hourly rate.

(c) Sundays

An employee called back to work on a Sunday must, for the first call-back, be paid for a minimum of four hours' work at **200%** of the minimum hourly rate. Each subsequent call-back must be paid at the rate of **200%** of the minimum hourly rate for the actual time worked.

Part 6—Leave, Public Holidays and Other NES Entitlements

17. Annual leave

17 amended in accordance with [PR583081](#) (17.3 renumbered as 17.4, new 17.3 inserted, 17.4 renumbered as 17.5, 17.6 – 17.10 inserted)

17.1 Annual leave is provided for in the NES.

17.2 Definition of 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.

17.3 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.

17.4 Payment for annual leave

- (a) Before the start of an employee's annual leave, the employer must pay the employee for the employee's period of leave at the employee's minimum rate of pay at the time the employee takes leave.
- (b) In addition, the employer must pay the employee the greater of:
 - (i) a loading of **17.5%** of the amount payable under clause 17.4(a); or
 - (ii) the weekend 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; or
 - (iii) In the case of a shiftworker, the shift loadings the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.

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).

17.5 amended in accordance with para [195] and [196] of [2016] FWCFB 7254

~~17.5 Annual close down~~

- ~~(a) Where an employer intends temporarily to close (or reduce staff numbers) any establishment (or a section of it) for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer must give those employees at least one month's notice in writing.~~

- ~~(b) Where an employee is employed after the date that notice has been given under clause 15.4(a), the employer must give notice to that employee on the date they are offered employment.~~
- ~~(c) Where an employer closes down in accordance with clauses 0 and 0, the following provisions apply:~~
- ~~(i) any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure;~~
 - ~~(ii) any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment; and~~
 - ~~(iii) the next 12 monthly qualifying period of employment for every such employee will commence from the date of closing.~~
 - ~~(iv) In this clause **date of closing** in relation to each employee means the first day of annual leave or leave pursuant to this clause.~~

17.5 Annual close down

Where an employer intends temporarily to close (or reduce to nucleus) any establishment or a section thereof for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer may give one month's notice in writing to such employees (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this clause; and thereupon:

- (a) any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure;
- (b) any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment; and
- (c) the next 12 monthly qualifying period of employment for every such employee will commence from the date of closing.

In this clause **date of closing** in relation to each employee means the first day of annual leave or leave pursuant to this clause.

17.6 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 17.6 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 17.6 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 17.6, 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.

17.7 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 17.7.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 17.7.
- (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 17.7 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 17.7 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 17.7 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 17.7.

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 17.7.

Note 3: An example of the type of agreement required by clause 17.7 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

17.8 Excessive leave accruals: general provision

Note: Clauses 17.8 to 17.10 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 17.2).
- (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 17.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 17.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

17.9 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 17.8(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 17.8, 17.9 or 17.10 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 17.9(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.

17.10 Excessive leave accruals: request by employee for leave

- (a) Clause 17.10 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 17.8(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 17.9(a) that, when any other paid annual leave arrangements (whether made under clause 17.8, 17.9 or 17.10 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 17.8, 17.9 or 17.10 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 17.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

18. Personal/carer's leave and compassionate leave

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

19. Parental leave and related entitlements

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

20. Public holidays

20.1 Public holiday entitlements are provided for in the NES. These provisions are in addition to those provided for in the NES.

20.2 Substitution of public holidays

- (a) An employer and their employees may agree to substitute another day for any prescribed in the NES. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (b) An agreement pursuant to clause 20.2(a) must be recorded in writing and be available to every affected employee.

20.3 Rostered day off falling on a public holiday

20.3 amended in accordance with para [195] of [2016] FWCFB 7254

- (a) An employee who is entitled to a rostered day off which falls on a public holiday prescribed by this clause, will be granted an alternative day off. The alternate day off is to be determined by mutual agreement between the employer and the employee.
- (b) If mutual agreement is not reached then clause 25—Dispute resolution will apply.

20.4 Part-day public holidays

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

21. Community service leave

Community service leave is provided for in the NES.

22. Termination of employment

22.1 Notice of termination is provided for in the NES.

22.2 Notice of termination by an employee

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

22.3 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.

23. Redundancy

23.1 Redundancy pay is provided for in the NES.

23.2 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.

23.3 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.

23.4 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 22.3.

Part 7—Consultation and Dispute Resolution

24. Consultation

24.1 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 24.1(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 24.1(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.

24.2 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.

25. Dispute resolution

- 25.1** 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.
- 25.2** 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 25.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 25.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 25.4** 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.
- 25.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 25.6** 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

A.1 Storeworker grade 1

A.1.1 Point of entry

New employee.

A.1.2 Skills/duties

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (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 operation of computer terminal or similar equipment;
 - (v) periodic stock-checks;
 - (vi) responsible for housekeeping in own work environment; and
 - (vii) use of non-licensed material handling equipment.

Steel Distributing employees:

- (viii) Basic repair and preparation for use of pallets.
- (ix) maintaining the work area housekeeping;
- (x) assisting etc. (basic);
- (xi) crane chasing (basic);
- (xii) crane operating (basic);
- (xiii) fork-lift driving (basic);
- (xiv) manual strapping and packing;
- (xv) receiving goods, assembling orders, picking for processing (basic);

- (xvi) ensuring good order of equipment (maintenance, trouble shooting) (basic);
- (xvii) handling paperwork;
- (xviii) setting up and operating a simple machine (saw, cropper, punch, straightline cutter); and
- (xix) driving A (trucks, non-articulated vehicles up to 4.5 tonnes, GVM).

A.2 Storeworker grade 2

A.2.1 Points of entry

- (a) Storeworker grade 1.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

A.2.2 Skills/duties

- (a) Able to understand detailed instructions and work from procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) licensed operation of all appropriate materials handling equipment;
 - (ii) use of tools and equipment within the warehouse (basic non-trades maintenance); and
 - (iii) computer terminal operation at a level higher than that of an employee at Storeworker grade 1.

Steel Distributing employees:

- (iv) driving B (trucks);
- (v) crane chasing (advanced);
- (vi) crane operating (advanced);
- (vii) fork-lift driving (advanced);
- (viii) receiving goods, assembling orders, picking for processing (advanced);
- (ix) assisting (advanced);
- (x) ensuring good order of equipment (maintenance, trouble shooting) (advanced); and
- (xi) setting up and operating a mid-range machine (automatic saw, guillotine).

A.3 Storeworker grade 3

A.3.1 Points of entry

- (a) Storeworker grade 2.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

A.3.2 Skills/duties

- (a) Understands and is responsible for quality control standards.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Competent keyboard skills.
- (d) Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- (e) May perform work requiring minimal supervision either individually or in a team environment.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) use of a computer terminal for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc. at a level higher than grade 2;
 - (ii) operation of all materials handling equipment under licence;
 - (iii) development and refinement of a store layout including proper location of goods and their receipt and dispatch; and
 - (iv) employee who is responsible for the supervision of and the responsibility for the conduct of work of up to 10 employees.

Steel Distributing employees:

- (v) setting up and operating a complex machine (plasma cutter, profile cutter); and
- (vi) driving C (trucks).

A.4 Storeworker grade 4

A.4.1 Points of entry

- (a) Storeworker grade 3.
- (b) Proven and demonstrated skills to the level required of this grade.

A.4.2 Skills/duties

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for a warehouse or a large section of a warehouse.
- (c) Highly developed level of interpersonal and communication skills.
- (d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- (e) Exercises discretion within the scope of this grade.
- (f) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- (g) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) liaising with management, suppliers and customers with respect to stores operations;
 - (ii) detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of 10 storeworkers; and
 - (iii) maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc.

Steel Distributing employees:

- (iv) setting up and operating a very complex machine (NC plasma cutter, NC profile cutter, slitter, shearline).

A.5 Wholesale employee level 1

A.5.1 An employee performing one or more of the following functions at a wholesale establishment:

- (a) the receiving and preparation for sale and/or display of goods;
- (b) the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
- (c) the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;
- (d) the sale or hire of goods by any means;
- (e) the receiving, arranging or making payment by any means;
- (f) the recording by any means of a sale or sales;
- (g) the wrapping or packing of goods for dispatch and the dispatch of goods;
- (h) the delivery of goods;

- (i) loss prevention;
- (j) demonstration of goods for sale;
- (k) the provision of information, advice and assistance to customers;
- (l) the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; and/or
- (m) work which is incidental to or in connection with any of the above.

A.5.2 Wholesale employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning

A.6 Wholesale employee level 2

A.6.1 An employee performing work at a wholesale establishment at a higher skill level than a Wholesale employee level 1.

A.6.2 Indicative job titles which are usually within the definition of a Wholesale employee level 2 include:

- (a) Fork-lift operator;
- (b) Ride-on equipment operator.

A.7 Wholesale employee level 3

A.7.1 An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 2.

A.7.2 amended in accordance with para [198] of [2016] FWCFB 7254

A.7.2 Indicative of the tasks which might be required at this level are the following:

- (a) supervisory assistance to a designated person in charge of a defined section/department ~~section manager~~ or team leader;
- (b) opening and closing of premises and associated security; or
- (c) security of cash.

A.8 Wholesale employee level 4

A.8 amended in accordance with para [198] of [2016] FWCFB 7254

A.8.1 An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 3.

A.8.2 Indicative of the tasks which might be required at this level are the following:

- (a) being in charge ~~management~~ of a defined section/department;
- (b) supervision of staff;
- (c) stock control; or
- (d) buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.

- A.8.3** The level 4 classification level shall not apply to employees principally engaged in managerial work including the performance of tasks other than those identified in clause A.8.2.

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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

B.1.1 Full-time and part-time employees—day workers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Storeworker grade 1—on commencement	18.91	28.37	37.82	47.28
Storeworker grade 1—after 3 months	19.15	28.73	38.30	47.88
Storeworker grade 1—after 12 months	19.38	29.07	38.76	48.45
Storeworker grade 2	19.56	29.34	39.12	48.90
Storeworker grade 3	20.13	30.20	40.26	50.33
Storeworker grade 4	20.72	31.08	41.44	51.80
Wholesale employee level 1—on commencement	18.91	28.37	37.82	47.28
Wholesale employee level 1—after 3 months	19.15	28.73	38.30	47.88
Wholesale employee level 1—after 12 months	19.38	29.07	38.76	48.45
Wholesale employee level 2	19.56	29.34	39.12	48.90
Wholesale employee level 3	20.13	30.20	40.26	50.33
Wholesale employee level 4	20.72	31.08	41.44	51.80

B.1.2 Full-time and part-time employees—shiftworkers—penalty rates

B.1.2 amended in accordance with para [195] of [2016] FWCFB 7254

	Early morning	Afternoon	Night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	112.5%	115%	<u>130%</u>	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Storeworker grade 1—on commencement	21.27	21.75	24.58	28.37	37.82	47.28

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	Early morning	Afternoon	Night	Saturday	Sunday	Public holiday
Storeworker grade 1—after 3 months	21.54	22.02	24.90	28.73	38.30	47.88
Storeworker grade 1—after 12 months	21.80	22.29	25.19	29.07	38.76	48.45
Storeworker grade 2	22.01	22.49	25.43	29.34	39.12	48.90
Storeworker grade 3	22.65	23.15	26.17	30.20	40.26	50.33
Storeworker grade 4	23.31	23.83	26.94	31.08	41.44	51.80
Wholesale employee level 1—on commencement	21.27	21.75	24.58	28.37	37.82	47.28
Wholesale employee level 1—after 3 months	21.54	22.02	24.90	28.73	38.30	47.88
Wholesale employee level 1—after 12 months	21.80	22.29	25.19	29.07	38.76	48.45
Wholesale employee level 2	22.01	22.49	25.43	29.34	39.12	48.90
Wholesale employee level 3	22.65	23.15	26.17	30.20	40.26	50.33
Wholesale employee level 4	23.31	23.83	26.94	31.08	41.44	51.80

B.1.3 Full-time and part-time employees—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Storeworker grade 1—on commencement	28.37	37.82	37.82	47.28
Storeworker grade 1—after 3 months	28.73	38.30	38.30	47.88
Storeworker grade 1—after 12 months	29.07	38.76	38.76	48.45
Storeworker grade 2	29.34	39.12	39.12	48.90
Storeworker grade 3	30.20	40.26	40.26	50.33
Storeworker grade 4	31.08	41.44	41.44	51.80
Wholesale employee level 1—on commencement	28.37	37.82	37.82	47.28
Wholesale employee level 1—	28.73	38.30	38.30	47.88

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after 3 months				
Wholesale employee level 1—after 12 months	29.07	38.76	38.76	48.45
Wholesale employee level 2	29.34	39.12	39.12	48.90
Wholesale employee level 3	30.20	40.26	40.26	50.33
Wholesale employee level 4	31.08	41.44	41.44	51.80

B.2 Casual employees

B.2.1 Casual employees—day workers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	125%	175%	225%	275%
	\$	\$	\$	\$
Storeworker grade 1—on commencement	23.64	33.09	42.55	52.00
Storeworker grade 1—after 3 months	23.94	33.51	43.09	52.66
Storeworker grade 1—after 12 months	24.23	33.92	43.61	53.30
Storeworker grade 2	24.45	34.23	44.01	53.79
Storeworker grade 3	25.16	35.23	45.29	55.36
Storeworker grade 4	25.90	36.26	46.62	56.98
Wholesale employee level 1—on commencement	23.64	33.09	42.55	52.00
Wholesale employee level 1—after 3 months	23.94	33.51	43.09	52.66
Wholesale employee level 1—after 12 months	24.23	33.92	43.61	53.30
Wholesale employee level 2	24.45	34.23	44.01	53.79
Wholesale employee level 3	25.16	35.23	45.29	55.36
Wholesale employee level 4	25.90	36.26	46.62	56.98

B.2.2 Casual employees—shiftworkers—penalty rates

B.2.2 amended in accordance with para [195] of [2016] FWCFB 7254

	Early morning	Afternoon	Night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	137.5%	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$
Storeworker grade 1—on commencement	26.00	26.47	29.31	33.09	42.55	52.00

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	Early morning	Afternoon	Night	Saturday	Sunday	Public holiday
Storeworker grade 1—after 3 months	26.33	26.81	29.68	33.51	43.09	52.66
Storeworker grade 1—after 12 months	26.65	27.13	30.04	33.92	43.61	53.30
Storeworker grade 2	26.90	27.38	30.32	34.23	44.01	53.79
Storeworker grade 3	27.68	28.18	31.20	35.23	45.29	55.36
Storeworker grade 4	28.49	29.01	32.12	36.26	46.62	56.98
Wholesale employee level 1—on commencement	26.00	26.47	29.31	33.09	42.55	52.00
Wholesale employee level 1—after 3 months	26.33	26.81	29.68	33.51	43.09	52.66
Wholesale employee level 1—after 12 months	26.65	27.13	30.04	33.92	43.61	53.30
Wholesale employee level 2	26.90	27.38	30.32	34.23	44.01	53.79
Wholesale employee level 3	27.68	28.18	31.20	35.23	45.29	55.36
Wholesale employee level 4	28.49	29.01	32.12	36.26	46.62	56.98

Schedule C—Summary of Monetary Allowances

See clause 12 for full details of allowances payable under this award.

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

C.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule A as the minimum weekly wage rate for Storeworker grade 4 in clause 10.1 = \$768.90

Allowance	Clause	% of standard rate \$768.90	\$ per hour or part thereof unless stated otherwise
First aid allowance	12.2(a)	1.50	11.81 per week
Cold temperatures allowance			
From -15.6°C to -18.9°C	12.2(b)(i)	0.10	0.79
From -18.9°C to -23.3°C	12.2(b)(ii)	0.15	1.18
Below -23.3°C	12.2(b)(iii)	0.20	1.57

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 expense related allowances in this award will be payable to employees in accordance with clause 12.3:

Allowance	Clause	\$
Meal allowance—overtime in excess of one hour after usual finishing time	12.3(a)	16.10 per occasion
Damaged personal effects allowance	12.3(e)	up to 835.52 per set of dentures and/or spectacles

C.2.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

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Schedule D—National Training Wage

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

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

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

D.3 Coverage

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

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause D.7.1 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 D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause D.7.2 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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause D.7.3 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 D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

D.5.2 Minimum wages for part-time traineeships**(a) Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause D.7.1 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 D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause D.7.2 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 D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause D.7.3 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
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

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

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

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

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

(f) Calculating the actual minimum wage

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

D.5.3 Other minimum wage provisions

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

D.5.4 Default wage rate

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

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training

contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

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

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

D.7 Allocation of Traineeships to Wage Levels

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

D.7.1 Wage Level A

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

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

D.7.2 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

Training package	AQF certificate level
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
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

D.7.3 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 E—Supported Wage System

Schedule E updated in accordance with [PR581528](#)

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

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

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

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

Schedule F—2016 Part-day public holidays

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

Schedule F updated 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.

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

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

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Schedule G—Definitions

In this award, unless the contrary intention appears:

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

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

standard rate means the minimum weekly wage for a Storeworker grade 4 in clause 10.1

steel distributing employee means an employee working for an employer at a site in or in connection with receiving, unloading, storing, packing, sorting, handling, cutting material to order, preparation for dispatch, loading and dispatch of steel or any similar material

storage services and wholesale industry means the receiving, handling, storing, freezing, refrigerating, bottling, packing, preparation for sale, sorting, loading, dispatch, delivery, or sale by wholesale, of produce, goods or merchandise as well as activities and processes connected, incidental or ancillary

wholesale means the sale of commodities in large quantities other than to final consumers

Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583081](#).

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 [PR583081](#)

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 [PR584158](#).

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____