

EXPOSURE DRAFT

Surveying Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Surveying Award 2010** as at 13 May 2016. This exposure draft does not seek to amend any entitlements under the Surveying Award 2010 but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/287](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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Part 1—Application and Operation of this award

1. Title and commencement

- 1.1 This award is the *Surveying Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. Definitions

In this award, unless the contrary intention appears:

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

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)

Graduate surveyor means a person who possesses a bachelor degree in a relevant spatial discipline and who is eligible for admission as an Associate Member—Graduate of the Surveying and Spatial Sciences Institute

Licensed/Registered surveyor is an employee who is required to be registered in accordance with the provisions of relevant legislation, and/or endorsed (if required), and qualified to carry out surveying duties

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

professional surveying duties means duties carried out by a person with Graduate qualifications acceptable to Surveying and Spatial Sciences Institute for admission to the grade of Associate member

Professional surveyor means an employee qualified to carry out professional surveying duties as defined. The term Professional surveyor will include Graduate surveyor and Licensed/Registered surveyor and other Professional surveyors whose field of surveying does not require formal registration.

standard rate means the minimum hourly rate for a Level 10 in clause 17.1(a)

3. The National Employment Standards and this award

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

4. Coverage

- 4.1 This occupational award covers employers throughout Australia who employ professional surveyors and other employees in the classifications listed in Schedule A—Classification Structure and Definitions and their employees to the exclusion of any other modern award.
- 4.2 **Professional surveyor** means an employee qualified to carry out professional surveying duties as defined. The term Professional surveyor will include Graduate surveyor and Licensed/Registered surveyor and other Professional surveyors whose field of surveying does not require formal registration.
- 4.3 This award covers any employer which supplies on-hire employees in classifications set out in Schedule A and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.
- 4.4 This award covers employers which provide group training services for trainees engaged in any of the classifications set out in Schedule A and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.
- 4.5 This award does not cover employees of a local government covered by another award.
- 4.6 This award does not cover:
- (a) an employee excluded from award coverage by the Act;
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and*

Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees; or

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

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

5. Effect of variations made by the Fair Work Commission

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

6. Award flexibility for individual arrangements

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

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

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

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

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

- 6.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).
- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks’ notice of termination.
- 6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

7. Facilitative provisions

7.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 7.2(a) and 7.3(a).
- (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 would be applied in practice.
- (c) Facilitative provisions are not a device to avoid award obligations, nor should they result in unfairness to an employee or employees covered by this award.

7.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised upon agreement between an employer and an employee provided that the agreement complies with clause 7.2(b):

Clause title	Clause number
Part-time hours and variations to them	10.2
Change to rostered day off	15.1
Accumulation of rostered days off	15.3
Meal breaks	16.1(a)
Monthly payment of wages	17.6(a)
Method of payment of wages	17.6(b)
Time off instead of overtime	20.2
Alternatives to time off instead of overtime	20.2(b)
Change to meal break on overtime	20.6(a)

- (b) The agreement reached must be kept by the employer as a time and wages record.

7.3 Facilitation by majority agreement

- (a) The following facilitative provisions can be utilised only upon agreement between the employer and the majority of employees in the workplace or section or sections of it, provided the requirements of clauses 7.2(b), 7.3(b) and 7.3(c) have been met.

Parties are asked whether the cross reference in clause 5.3(a) to clause 5.3(b) is correct? There does not appear to be a 'requirement' in clause 5.3(b). This replicates clause 2.2.3(a) of the [AP787068CRV](#) - *Land Surveyors General Award 1998*.

Clause title	Clause number
Spread of hours	14.2

Clause title	Clause number
Spread of hours during daylight saving	14.3
Working less than five days	15.1
Substitution of public holidays	24.3

- (b) Where agreement has been reached with the majority of employees in the workplace, or a section or sections of it, to implement a facilitative provision in clause 7.3(a), that agreement is binding on all such employees.
- (c) If there are employees of the enterprise covered by this award who are members of a union, the employer must inform the union/s of the intention to use the facilitative provision and the union/s must be given a reasonable opportunity to participate in negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.
- (d) A vote of employees in the workplace, a section or sections of it, taken in accordance with this subclause, to determine if there is a majority employee support for implementation of a facilitative provision, will be of no effect unless taken with the agreement of the employer.

Part 2—Types of Employment and Classifications

8. Types of employment

- 8.1 Employees under this award are to be employed in one of the following categories:
 - (a) full-time;
 - (b) part-time; or
 - (c) casual.
- 8.2 At the time of engagement the employer must inform each employee in writing of the terms of their engagement and classification.
- 8.3 Length of service for the purposes of all termination payments under this award are calculated on the basis of the total of:
 - (a) all periods of full-time employment; and
 - (b) all periods of part-time employment being converted to the pro rata full-time equivalent.

9. Full-time employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

10. Part-time employment

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

- 10.1** A part-time employee is an employee engaged specifically to regularly work less hours per day or week than a full-time employee on specific days and hours.
- 10.2** The specified days and hours, as agreed in writing at the commencement of engagement, cannot be altered without mutual agreement between the employer and employee and any variation must be recorded in writing.
- 10.3** An employer is required to roster a part-time employee for a minimum of three consecutive hours for any shift.
- 10.4** For each ordinary hour worked, a part-time employee will be paid the minimum hourly rate prescribed for the work performed.
- 10.5** The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 10.6** The rates for overtime, Sunday and public holiday work apply respectively for time worked in excess of the specified hours in accordance with clause 10.2.
- 10.7** An employee whose employment is terminated while working:
- (a) part-time after converting from full-time; or
 - (b) full-time after converting or reverting from part-time;
- is entitled to all termination payments under this award at the full-time rate of pay applying to their work.

11. Casual employment

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

- 11.1** A casual employee means an employee specifically engaged as a casual employee.
- 11.2** For each ordinary hour worked, a casual employee will be paid the minimum hourly rate for the work performed. In addition, a casual employee will receive a **25%** loading instead of annual leave, personal/carer's leave, bereavement leave and public holidays.

12. Professional development

- 12.1** It is the responsibility of the employees to keep themselves informed of developments in their profession, and to develop their professional knowledge and ability and it is appropriate for employees to be encouraged to undertake self-development programs.
- 12.2** Where, the employee and the employer agree that an activity be undertaken by the employee as a component of a structured training program or otherwise, the employer will meet all costs associated with the training.

13. Classifications

13.1 The classification structure and definitions for employees covered by this award are set out in Schedule A—Classification Structure and Definitions.

13.2 Disclosure of qualifications

An employee who is employed in, or who is an applicant for employment covered by this award will, if and when required to do so by their employer or an employer to whom they have applied for employment, produce to their employer or prospective employer written evidence that they possess or have acquired the qualifications necessary for the classification applied for.

Part 3—Hours of Work

14. Ordinary hours of work

14.1 The ordinary hours of work must not exceed an average of 38 per week and must be worked between 6.00 am and 6.00 pm Monday to Friday inclusive.

Parties are asked: over what period are the 38 ordinary hours per week averaged?

14.2 The actual hours within the spread of hours may be altered by mutual agreement between the employer and the majority of employees concerned in the establishment or section or sections concerned.

14.3 During periods when daylight saving is in operation the spread of hours may be 5.00 am to 5.00 pm where there is agreement between the employer and the majority of employees affected.

15. Rostering arrangements—full-time and part-time employees

15.1 Rostered day off

The employer and the majority of the employees concerned in the establishment or section or sections concerned may agree that the ordinary working hours be worked to enable a weekday to be taken off on a basis to be mutually agreed.

15.2 Notice of rostered days off

- (a)** The employer must advise the employee at least four weeks in advance of the weekday to be taken off.
- (b)** Rostered days off will be subject to the operational needs of the establishment and having regard to urgent and unforeseen circumstances in which case a substitute day must be arranged by mutual agreement.

15.3 Accumulation of days off

Where agreed with the employer, an employee may accumulate up to five days' leave to be taken when mutually convenient.

15.4 Rostered days off—building and construction industry

Where employees subject to this award perform survey work on a recognised building and construction industry site, those employees may work on a prescribed rostered day off which is applicable to that particular site under the following circumstances:

- (a) where that is required by the employer and the work is necessary to allow other employees to be employed productively;
- (b) to carry out out-of-hours maintenance;
- (c) because of unforeseen delays to a particular project or a section of it; or
- (d) for other reasons arising from unforeseen or emergency circumstances on a project.

16. Breaks

16.1 Meal break

- (a) An employee will be allowed an unpaid meal break of between 30 minutes and one hour each day, as mutually agreed.
- (b) An employee must not be required to work for more than five hours without a break for a meal.

16.2 Morning and afternoon tea break

- (a) An employee is allowed a rest period of 10 minutes without deduction of pay in the morning at a time fixed by the employer.
- (b) An employee is permitted, without ceasing work, to take an afternoon tea break.

Parties are asked how an employee can take an afternoon tea break “without ceasing work”.

Part 4—Wages and Allowances

17. Minimum wages

17.1 Adult wages

- (a) The classification structure listed below is to be read in conjunction with Schedule A—Classification Structure and Definitions.

Wage group	Minimum weekly rate \$	Minimum hourly rate \$
Level 12	675.90	17.79
Level 11	714.40	18.80

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Wage group	Minimum weekly rate \$	Minimum hourly rate \$
Level 10	764.90	20.13
Level 9	812.80	21.39
Level 8	876.90	23.08
Level 7	894.80	23.55
Level 6	918.80	24.18
Level 5	966.90	25.44
Level 4	991.00	26.08
Level 3	1034.30	27.22
Level 2	1130.60	29.75
Level 1	1274.80	33.55

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

17.2 Junior rates

The rate for juniors is the appropriate percentage of the Level 10 rate in accordance with clause 17.1, as follows:

Age	% of Level 10 rate
17	52
18	62
19	75
20	88

17.3 Employees who possess relevant technical qualifications without relevant work experience on commencement of employment under this award are paid in accordance with clause 17.5.

17.4 Professional surveyors/Licensed surveyors receive incremental advancement in accordance with clause A.15.2.

17.5 Phasing in of wage rate of employees without relevant work experience

An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification, but who is without prior experience in the industry or other relevant work experience, is to be paid in accordance with the following formula:

Qualification	Years of relevant work experience	% of award rate of pay
Diploma	0	77 of Level 7 rate
	1	85 of Level 7 rate

Qualification	Years of relevant work experience	% of award rate of pay
	2	96 of Level 7 rate
	3	100 of Level 7 rate
Advanced diploma	0	72 of Level 5 rate
	1	79 of Level 5 rate
	2	89 of Level 5 rate
	3	93 of Level 5 rate
	4	100 of Level 5 rate

17.6 Payment of wages

- (a) Wages will be paid weekly or fortnightly at the discretion of the employer or monthly by mutual agreement between the employee and the employer.
- (b) Wages will be paid by mutual agreement between the employee and the employer either in cash, by cheque or by electronic funds transfer into an account nominated by the employee.
- (c) Payment of wages either by cash or by cheque must be made during working hours.
- (d) Where it is known that the employee will be absent from their normal workplace on pay day, the employer must make arrangements for the payment of wages no later than the normal pay day.
- (e) Where an employee is required to work at a location other than their normal place of employment for an extended period, the employer must make prior arrangement for the payment of wages to the employee no later than the normal pay day.

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

17.7 Supported wage system

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

17.8 School-based apprentices

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

18. Allowances

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

18.2 Meal allowance

- (a) An employee required to work beyond two hours after the usual finishing time of work must be paid a meal allowance of **\$11.73** for the meal and for each subsequent meal, or be provided with an adequate meal.
- (b) An employee required to work on a Sunday or public holiday for more than four hours must either be supplied with a meal by the employer or paid **\$11.73** for the meal taken during the first and/or subsequent rest break.

18.3 Fares

- (a) If an employee is directed to work at a place other than their usual place of employment all reasonable fares necessarily incurred by them each day in excess of the normal fares of travelling from their home to their usual place of employment and return must be paid by the employer.
- (b) The fare which is payable under clause 18.3(b) must enable them to travel economy class, where available.

18.4 Air travel

Air travel will be economy class. In the case of economy air travel the allowance prescribed in clause 18.2 must be paid for each meal period occurring during the duration of the travel, provided the employee did not receive a meal in flight for each period concerned.

18.5 Travelling time payment

- (a) Where an employee is directed to work at a place other than their usual place of employment, all time occupied by them on any day in travelling which is in excess of the time normally occupied in travelling when working at their usual place of employment is deemed to be working time.
- (b) Where the excess travelling time is in excess of one hour each way, the employer has the option, subject to mutual agreement between the employer and employee concerned, of providing reasonable living away from home expenses for any period in excess of four weeks.

18.6 Living away from home allowance

An employee required by their employer to work temporarily away from their usual place of employment and, as a result, is required to sleep away from their usual place of residence, is entitled to the following:

- (a) fares to and from the place at which their employer requires the employee to work;
- (b) all reasonable expenses including board and lodging; and

- (c) payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed 7.6 hours in 24 hours.

18.7 Vehicle allowance

In cases where it is mutually agreed that an employee will be required to use their private vehicle during the course of employer's business, an employee must be paid reasonable compensation, but in no case will they receive payment at a rate less than the equivalent of **\$0.78** per kilometre so travelled.

See Schedule C for a summary of monetary allowances.

19. Superannuation

19.1 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.

19.2 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.

19.3 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 19.2.
- (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 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

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

19.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) while the employee is on any paid leave.

Part 5—Overtime and Penalty Rates

20. Overtime and penalty rates

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- 20.1** An employer must pay an employee for all authorised time worked in excess of normal hours of duty at the rate of **150%** of the minimum hourly rate for the first three hours and **200%** of the minimum hourly rate thereafter.

Parties are asked whether the wording in clause 20.1 “in excess of normal hours” should be amended to read “in excess of or outside the spread of ordinary hours” to make it clear that overtime is also payable when worked outside the spread of hours?

20.2 Time off instead of payment for overtime

Where the employer and employee agree:

- (a) time off with pay may be taken instead of payment for overtime or work on Sunday and public holidays, on an hour for hour basis; or

Parties are asked whether the references to 'work on Sunday' in clauses 20.2 and 20.3(c) are necessary given all hours worked on a Sunday will be overtime and therefore the reference to 'overtime work' or 'working overtime' will already encompass Sunday work?

- (b) other arrangements the employer and employee may agree on.

20.3 Sundays and public holidays

- (a) An employee must be paid the following rates for work done on Sundays and public holidays, until the employee is relieved from duty:
 - (i) Sunday—**200%** of the minimum hourly rate;
 - (ii) Public holidays (as defined in this award)—**250%** of the minimum hourly rate.
- (b) An employee required to work on a Sunday or public holiday for more than four hours:
 - (i) must be allowed a rest break of 20 minutes without deduction of pay after four hours of work, if the employee continues work after the rest break; and
 - (ii) must either be supplied with a meal by the employer or paid the meal allowance as set out in clause 18.2(b).
- (c) When an employee working overtime or working on a Sunday or public holiday finishes work at a time when normal means of transport is not available, the employer must provide the employee with a conveyance to their home.

20.4 Recall

An employee recalled to work overtime, after leaving their employer's premises or required to work overtime on a Saturday, Sunday or public holiday must be paid for a minimum of four hours' work at the appropriate overtime rate.

20.5 Overtime—rest break

An employee working overtime must be allowed a rest break of 20 minutes (paid for at overtime rates) after each four hours of overtime worked if the employee continues to work after the rest break.

20.6 Overtime—meal break

- (a) An employee required to work at least one and a half hours of overtime after working ordinary hours must be allowed a meal break of 20 minutes before starting overtime (paid for at ordinary rates). An employer and employee may agree to any variation of this provision to meet the circumstances of the work at hand provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (b) An employee required to work beyond two hours after the usual finishing time of work must be provided with an adequate meal or paid a meal allowance as set out in clause 18.2(a).

Part 6—Leave and Public Holidays

21. Annual leave

This annual leave provision may be affected by [AM2014/47](#) – see [draft determination](#)

21.1 Annual leave is provided for in the NES.

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).

21.2 Annual leave loading

During a period of annual leave an employee must receive a loading of **17.5%** on the rate of pay they would have been entitled to receive for their ordinary hours had they not been on such leave.

21.3 Annual leave close-down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) their establishment or a section of it for the purposes, among other things, of allowing annual leave to the employees concerned or a majority of them, they may give in writing to such employees one month's notice (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.
- (b) Where an employee has been given notice in accordance with clause 21.3(a) and the employee has:
 - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
 - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
 - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (c) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

22. Personal/carer's leave and compassionate leave

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

23. Parental leave and related entitlements

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

24. Public holidays

24.1 Public holidays are provided for in the NES.

24.2 All work performed on a public holiday is deemed to be work in excess or outside of ordinary hours of duty and will be paid or compensated for in accordance with clause 20—Overtime and penalty rates.

Parties are asked whether the words “is deemed to be work in excess or outside of ordinary hours of duty and” in clause 24.2 are necessary? If those words are deleted, the clause would simply refer back to clause 13, and the payment would be made as either a penalty or overtime as required.

24.3 Public holidays—process for substitution

- (a) An employer and their employees may agree to substitute another day for any public holidays prescribed in this clause. For this purpose, the consent of the majority of affected employees constitutes agreement.
- (b) An agreement pursuant to clause 24.3(a) must be recorded in writing and be available to every affected employee.

24.4 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule F—2015 Part-day Public Holidays.

25. Community service leave

Community service leave is provided for in the NES.

Part 7—Consultation and Dispute Resolution

26. Consultation about major workplace change

26.1 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 26.1(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 26.1(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.

27. Consultation about changes to rosters or hours of work

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

27.2 The employer must:

- (a)** 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);
- (b)** 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
- (c)** 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.

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

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

28. Dispute resolution

- 28.1 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.
- 28.2 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 28.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 28.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 28.4 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.
- 28.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 28.6 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.

Part 8—Termination of Employment and Redundancy

29. Termination of employment

- 29.1 Notice of termination is provided for in the NES.

29.2 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.

30. Redundancy

Redundancy pay is provided for in the NES.

31. Transfer to lower paid job on redundancy

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

32. Employee leaving during redundancy notice period

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

33. Job search entitlement

33.1 Job search entitlement for notice of termination of employment

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

33.2 Job search entitlement redundancy

(a) Time off for seeking other employment

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

(b) Proof of attendance

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

Schedule A—Classification Structure and Definitions

A.1 Definitions

A.1.1 Surveying means the act or process of determining the form, contour, position, area, height, depth or any other similar particulars of the earth's surface, whether on land or water or of any natural or artificial features on, below or above any part of that surface or planning the position or the length and direction of the bounding lines of any part of that surface, or of any such natural or artificial features thereof and includes the making or obtaining of a plan of plans thereof.

A.1.2 It includes the acquisition, management, interpretation and analysis of data; the portrayal and dissemination of derived information in written, graphical, numerical, digital, photographic or magnetic media; and associated consulting, design, and plan preparation. In addition and when performed by employees in the classifications listed in Schedule A—Classification Structure and Definitions, Surveying also includes administration, management and technical support activities.

Surveyor means an employee classified at Level 6 or above.

Survey Technician means an employee classified at Level 9, Level 8 or Level 7.

Survey Assistant means an employee classified at Level 12, Level 11 or Level 10.

A.1.3 The words **or equivalent** where they appear in these definitions mean:

- A qualification recognised as equivalent by a State Training Authority or by a Registered Training Organisation registered by that Authority; or
- Equivalent skill and knowledge gained through on-the-job experience and/or relevant training which can be assessed using relevant competency standards and assessment procedures.

A.2 Accreditation and Regulation

A.2.1 Where registration under state or federal legislation is required to carry out particular types of surveying work (such as cadastral, mining, hydrographic surveying work) at any level, then such registration is mandatory for an employee employed at that level unless responsibility for the work is taken by another surveyor appropriately registered.

A.2.2 Where duties/responsibilities as described in this Schedule A—Classification Structure and Definitions require supervision by a Licensed/Registered Surveyor, such duties/responsibilities must be undertaken with the appropriate supervision by a Licensed/Registered Surveyor as defined in Clause 2—Definitions.

A.3 Level 12 – Survey Assistant Level I (82% relativity)

Survey Assistant Level I is a survey assistant who is capable of working in a team environment and who is aware of safe work practices.

A.3.1 Minimum training and requirements

A Survey Assistant Level I means an employee who holds no relevant qualification but is capable of assisting the surveyor or survey technician.

A.3.2 Duties

Indicative duties under supervision include:

- assisting in field work under direct supervision which may involve the setting up of basic field equipment;
- maintaining and cleaning basic survey equipment; and
- performing general office duties under instruction.

A.4 Level 11 – Survey Assistant Level II (90% relativity)

Survey Assistant Level II is a survey assistant who performs work above and beyond the skills of an employee at Level 12 – Survey Assistant Level I and who is capable of working in a team environment and who is aware of safe work practices.

A.4.1 Minimum training and requirements

A Survey Assistant Level II means a person who has completed a Certificate II or equivalent.

A.4.2 Duties

Indicative duties, under supervision, include:

- setting up surveying instruments;
- maintaining and cleaning basic survey instruments;
- reducing levels; and
- undertaking general office duties.

A.5 Level 10 – Survey Assistant Level III (100% relativity)

Survey Assistant Level III is a survey assistant who performs work above and beyond the skills of an employee at Level 11 – Survey Assistant Level II and who is able to show initiative in the performance of survey tasks and is able to adapt to form part of a team for the purpose of performing surveys.

A.5.1 Minimum training and requirements

A Survey Assistant Level III means a person who:

- has completed 85% towards a Certificate III; or
- equivalent.

A.5.2 Duties

Indicative duties, under supervision include:

- measuring accurately using the correct techniques;
- assisting on field surveys;
- understanding and performing basic survey tasks under instruction;

- reducing basic field measurements; and
- maintaining and calibrating survey equipment.

A.6 Level 9 – Survey Technician Level I (110% relativity)

Survey Technician Level I is a survey technician who works above and beyond an employee at Level 10 – Survey Assistant Level III and who works in a team environment or performs their duties under regular supervision and who possesses a basic understanding of the down loading of field data into computers and basic keyboard skills. In addition employees at this level possess basic mathematical skills enabling the employee to understand EDM measurement and booking techniques and to perform the duties listed below.

A.6.1 Minimum training and requirements

A Survey Technician Level I means a person who:

- has completed 40% towards an Advanced Diploma or 60% towards a Diploma; or
- has completed 85% towards a Certificate IV; or
- equivalent.

A.6.2 Duties

Indicative duties include:

- the competent reduction of levels;
- the accurate transfer of survey information;
- basic plan preparation;
- accurate angular observation;
- efficient field techniques;
- responsibility for the acquisition of data in the field under the immediate supervision of a qualified surveyor or their appointee; and
- measuring accurately.

A.7 Level 8 – Survey Technician Level II (125% relativity)

Survey Technician Level II is a survey technician who works above and beyond an employee at Level 9 – Survey Technician Level I and to the level of their training and who is able to use survey based computer programmes. In addition an employee at this level possesses an overall knowledge and understanding of the principles of the systems and equipment on which they are required to carry out their tasks.

A.7.1 Minimum training and requirements

A Survey Technician Level II means a person who:

- has completed 50% towards an Advanced Diploma or 85% towards a Diploma;
- is an (entry point) Professional Surveyor (three year graduate); or

- equivalent.

A.7.2 Duties

Indicative duties include:

- providing technical guidance or advice within the scope of this level;
- providing limited technical reports on assigned tasks as directed within the scope of this level;
- carrying out limited engineering surveys to the required accuracy under immediate supervision or direction;
- preparing basic plans using either manual or computer based methods under supervision; and
- undertaking survey computations.

A.8 Level 7 – Surveying Technician Level III (130% relativity)

Surveying Technician Level III is a survey technician who works above and beyond an employee at Level 8 – Survey Technician Level II and to the level of their training and who is able to use survey based computer programmes. In addition an employee at this level will have an overall knowledge and understanding of the principles of the systems and equipment on which they are required to carry out their tasks and a basic knowledge of those aspects of civil engineering, geology, soil and fauna/environmental disciplines relevant for their surveying practice.

A.8.1 Minimum training and requirements

A Survey Technician III (including an acting or part-time party leader) means a person who:

- has completed a Diploma; or
- is a Professional Surveyor who has completed a four year degree course, or three year degree course plus one year experience; or
- equivalent.

A.8.2 Duties

Indicative duties include:

- providing technical guidance or advice within the scope of this level;
- preparing reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
- assisting in the provision of on-the-job training in conjunction with supervisors and trainers;
- carrying out surveys to the required accuracy under supervision or direction;
- preparing plans, using either manual or computer based methods under supervision;

- survey computations;
- obtaining survey information and interpreting this information for drawing, computation or survey needs; and
- being able to use survey based computer programmes.

A.9 Level 6 – Surveyor Level I (135% relativity)

Surveyor Level I is a surveyor who works above and beyond an employee at Level 7 – Surveying Technician Level III, and whose duties may include document research, field and office work and checks on their own work and the leading of groups carrying out field or office work under controlled supervision. Work is carried out under prescribed methods and standards and is reviewed for validity, adequacy, and methodology.

A.9.1 Minimum training and requirements

A Surveyor Level I (including a Party Leader (Supervised/Technical) Surveyor) means an employee who:

- has completed 80% of an Advanced Diploma; or
- is a Professional Surveyor who has completed a degree and experience; or
- equivalent.

A.9.2 Duties

Indicative duties include:

- whilst working under controlled supervision, gathering or setting out field data and collating the resultant or separate information using computer techniques;
- preparing work sheets for engineering surveys and applying all relevant checks to ensure quality of computed work;
- preparing plans to an acceptable standard;
- clearly setting out all computations and checks to surveying work for checking by a Professional Surveyor;
- assisting in the training of staff, maintenance of equipment and office records; and
- assisting in the development of new techniques and procedures.

A.10 Level 5 – Surveyor Level II (145% relativity)

Surveyor Level II (including a Party-Leader) is a surveyor who works above and beyond an employee at Level 6- Surveyor Level I, and who, whilst not requiring supervision for daily tasks, is still responsible to a more senior Professional Surveyor. A Surveyor Level II is able to perform surveys, to the required accuracy for the various types of surveys under direction of a co-ordinator and/or Professional Surveyor. Surveying assignments at this level require judgment with guidance available from more senior surveyors on unusual features.

A.10.1 Minimum training and requirements

A Surveyor Level II (including a Party-Leader) means an employee who:

- has completed an Advanced Diploma; or
- is a Professional Surveyor who has completed a degree and relevant experience; or
- equivalent.

A.10.2 Duties

Indicative duties include:

- interpreting survey information to enable field surveys to relate to previous surveys;
- making adoptions for boundary definitions and present these adoptions with evidence to a Licensed/Registered Surveyor for ratification; and
- preparing reports on the manner in which the surveys were conducted and justification of results.

A.11 Level 4 – Surveyor Level III (150% relativity)

Surveyor Level III is a surveyor who acts above and beyond an employee at Level 5 – Surveyor Level II and, whilst not requiring supervision in the performance of these duties is still responsible to a more senior Professional Surveyor. Work is carried out without detailed supervision, but with guidance on unusual features based on project complexity, and the surveyor is engaged on more complex surveying assignments requiring substantial judgement.

A.11.1 Minimum training and requirements

A Surveyor Level III means an employee who has completed:

- a three or four year degree; or
- an Advanced Diploma and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level; or
- accredited education and training so as to reach a standard equivalent to a 3 or 4 year degree and who is required to perform the work set out; or
- equivalent.

A.11.2 Duties

Indicative duties include:

- to the level of their experience, co-ordinating other field parties in the performance of their duties;
- carrying out field surveys to a professional standard to the satisfaction of the employer;
- contributing to the improvement of field and office techniques;

- managing computer files and job flow patterns;
- ensuring quality assurance for the areas directly under their control;
- preparing detailed reports on survey results;
- being of such professional attitude and demeanour to enable themselves to represent their employer at meetings; and
- being technically competent in all areas relating to the employee's speciality.

A.12 Level 3 – Surveyor Level IV (160% relativity)

Surveyor Level IV means a surveyor who has a mature approach to the completion of survey projects and who acts above and beyond an employee at Level 4 – Surveyor Level III. Supervision received is in broad objectives such that direction from management will enable the surveyor to determine whether targets are being reached.

Employees at this level are required to be proficient in and maintain their knowledge of, aspects of law and technology relating to the field of surveying in which the employee practices. At this level an employee's work is carried out within broad guidelines requiring conformity with overall objectives, project targets, relative priorities and necessary cooperation with other stakeholder units. In addition, employees at this level will have responsibility for improving the skills of those over whom they have direct control and have responsibility for conducting regular checks on Quality Control procedures in place for the surveyor's place of equipment.

A Surveyor Level IV will include a Licensed/Registered Surveyor who has successfully completed all necessary requirements for registration. Such a qualification however is not mandatory for work at this level.

A.12.1 Minimum training and requirements

A Surveyor Level IV (including an experienced Professional Surveyor—Experienced/Licensed) means an employee who has completed:

- a three or four year degree; or
- an Advanced Diploma and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level; or
- accredited education and training so as to reach a standard equivalent to a 3 or 4 year degree and who is required to perform the work set out; or
- equivalent.

A.13 Level 2 – Surveyor Level V (180% relativity)

Surveyor Level V is a senior surveyor whose normal duties require the application of mature surveying knowledge with scope for individual accomplishment and co-ordination of difficult and responsible surveying alignments. They deal with problems for which it is necessary to modify established guides and devise new approaches.

Employees at this level are responsible for the management of complex projects and some business development tasks. They are able to work at an advanced level in project resource allocation, supervision and coordination including liaison with local governments, government agencies and clients, and determination of project technical and financial requirements with a minimum of supervision.

Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness. They may plan, direct and coordinate the work of other professional surveyors and may also supervise other professional and technical staff.

A.13.1 Minimum training and requirements

A Surveyor Level V (including a Manager Project/Specialist) means an employee who has completed:

- a three or four year degree to qualify as a Professional surveyor; or
- additional accredited education and training so as to reach a standard equivalent to a three or four year degree and who is required to perform the work set out above; or
- equivalent.

A.14 Level 1 – Surveyor Level VI (210% relativity)

Surveyor Level VI means a senior surveyor who is required to perform professional surveying work involving considerable independence in approach and demanding a considerable degree of originality, ingenuity and judgment. They require knowledge of more than one field of surveying or are an expert in a particular field of surveying.

Their normal duties may include those included in Level 2 – Surveyor Level V plus strategic business management and development. They are able to work at an advanced level in resource allocation, supervision of staff, complex projects and liaison with local government and other agencies without supervision and make independent decisions on surveying policies and technical functions. Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

A.14.1 Minimum training and requirements

A Surveyor Level VI (including a Manager Business/Specialist) means an employee who has completed:

- a three or four year degree to qualify as a Professional surveyor; or
- accredited education and training so as to reach a standard equivalent to a three or four year degree and who is required to perform the work set out above; or
- equivalent.

A.15 Professional surveyor—graduate

A Professional surveyor—graduate, is a Professional surveyor (as defined) and will mean a person who has successfully completed a course of studies approved by the Surveyor's Board or the Surveying and Spatial Sciences Institute.

A.15.1 Duties

- (a) The surveyor undertakes initial professional surveying tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.
- (b) Under supervision from higher level Professional surveyors as to method of approach and requirements, the Professional surveyor—graduate performs normal professional surveying work and exercises individual judgment and initiative in the application of surveying principles, techniques and methods.
- (c) In assisting more senior professional surveyors by carrying out tasks requiring accuracy and adherence to prescribed methods or surveying analysis, design or computation, the surveyor draws upon advanced techniques and methods learned during and after the undergraduate course.
- (d) Training, development and experience using a variety of standard surveying methods and procedures, enable the Professional surveyor—graduate to develop increasing professional judgment and apply it progressively to more difficult tasks at the Level 3 - Surveyor Level IV.
- (e) Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.
- (f) Work is reviewed by higher level Professional surveyors for validity, adequacy, methods and procedures. With professional development and experience work receives less review, and the Professional surveyor—graduate progressively exercises more individual judgment until the level of competence is achieved.
- (g) The Professional surveyor—graduate may assign and check work of technical staff assigned to work on a common project.

A.15.2 Progression to Level 3—Professional surveyor/Licensed surveyor

The Professional surveyor—graduate will receive increments upon the attainment of skills, and demonstration of competence which fulfill the requirements of the following levels in the classification structure as outlined in this clause.

(a) **Graduate three year course**

	Level
Entry point – Survey Technician Level II (125% relativity)	8
Survey Technician Level III (130% relativity)	7
Surveyor Level I (135% relativity)	6
Surveyor Level II (145% relativity)	5
Surveyor Level III (150% relativity)	4

(b) **Graduate four year course**

	Level
Entry point – Survey Technician Level III (130% relativity)	7
Surveyor Level I (135% relativity)	6
Surveyor Level II (145% relativity)	5
Surveyor Level III (150% relativity)	4

A.16 Relativities

The percentage wage relativities to Level 10 in the classification definitions in Clause Schedule A—Classification Structure and Definitions reflect the percentages prescribed in 1990 in *Re Metal Industry Award 1984—Part I* (M0039 Print J2043) and in the *Land Surveyors General Award 1998* (AP787068CRV Print N4014) The minimum wages in this award do not reflect these relativities because some wage increases since 1990 have been expressed in dollar amounts rather than percentages and as a result have altered the relativities.

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Schedule B—Summary of Hourly Rates of Pay

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

B.1 Full-time and part-time adult employees

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

	Ordinary hours		Public holiday
	% of minimum hourly rate		
	100%		250%
	\$		\$
Level 12	17.79		44.48
Level 11	18.80		47.00
Level 10	20.13		50.33
Level 9	21.39		53.48
Level 8	23.08		57.70
Level 7	23.55		58.88
Level 6	24.18		60.45
Level 5	25.44		63.60
Level 4	26.08		65.20
Level 3	27.22		68.05
Level 2	29.75		74.38
Level 1	33.55		83.88

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

	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 12	26.69	35.58	35.58	44.48
Level 11	28.20	37.60	37.60	47.00
Level 10	30.20	40.26	40.26	50.33
Level 9	32.09	42.78	42.78	53.48
Level 8	34.62	46.16	46.16	57.70
Level 7	35.33	47.10	47.10	58.88
Level 6	36.27	48.36	48.36	60.45

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	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 5	38.16	50.88	50.88	63.60
Level 4	39.12	52.16	52.16	65.20
Level 3	40.83	54.44	54.44	68.05
Level 2	44.63	59.50	59.50	74.38
Level 1	50.33	67.10	67.10	83.88

B.2 Casual adult employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	125%	275%
	\$	\$
Level 12	22.24	48.92
Level 11	23.50	51.70
Level 10	25.16	55.36
Level 9	26.74	58.82
Level 8	28.85	63.47
Level 7	29.44	64.76
Level 6	30.23	66.50
Level 5	31.80	69.96
Level 4	32.60	71.72
Level 3	34.03	74.86
Level 2	37.19	81.81
Level 1	41.94	92.26

Schedule C—Summary of Monetary Allowances

See clause 18 for full details of allowances payable under this award.

C.1 Wage related allowances

There are no wage related allowances in this award.

C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 18:

Allowance	Clause	\$
Meal allowance—more than two hours' overtime after usual finishing time	18.2(a)	11.73 per first and/or subsequent rest break
Meal allowance— more than four hours' work on Sunday or public holiday	18.2(b)	11.73 per first and/or subsequent rest break
Vehicle allowance—using own vehicle	18.7	0.78 per km

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:

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

Schedule D—Supported Wage System

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than \$81 per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$81 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—School-based Apprentices

Parties are asked as there are no apprentice provisions in this award, is this schedule still required?

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

Schedule F—2015 Part-day Public Holidays

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

This schedule operates in conjunction with award provisions dealing with public holidays.

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2015) or New Year’s Eve (31 December 2015) 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) Where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) 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.
- (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

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