

The Exposure Draft was first published on 23 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
8 December 2014	Correct drafting errors	6.3, 8.1, 18.3, 20.2
30 October 2015	Incorporate changes resulting from [2014] FWCFB 9412	1, 2, 3.5, 5.1, 6.4, 10.4, 15, 15.10, 17, 18, 19, 20, 21.1, Schedule E, Schedule G
	Incorporate changes resulting from [2015] FWCFB 3500 , PR566716 , PR566854 and PR568050	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from [2015] FWCFB 4658	1, 10, 15, Schedule B Schedule G
	Incorporate changes resulting from [2015] FWCFB 6656	1
	Incorporate changes resulting from [2015] FWCFB 7236	8.6(b)(v), Schedule E
13 June 2017	Correct error	14.2, 20.2, A.3.5 (formatting), A.3.13 (formatting), A.3.15 (formatting)
	Proposed changes agreed by parties (red text), proposed amendment to incorporate parties submissions (blue text).	6.4(c), 14.1(b)
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579811 , PR581528 and PR579549	10, 11, Schedule B, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from PR580863	Schedule F
	Incorporate changes resulting from PR583099	15, Schedule H, Schedule I
	Incorporate changes resulting from PR584175	14.5, Schedule J
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Wool Storage, Sampling and Testing Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Wool Storage, Sampling and Testing Award 2010* (the Wool storage award) as at 29 October 2015. This exposure draft does not seek to amend any entitlements under the Wool storage 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 [AM2014/94](#). 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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DRAFT

Part 1—Application and Operation

1. Title and commencement

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

2. The National Employment Standards and this award

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

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the raw wool testing, skin, hide and wool storage services industry and their employees in the classifications listed in Schedule A—Classification to the exclusion of any other modern award.
- 3.2 The **raw wool testing, skin, hide and wool storage services industry** means the receipt, handling, processing (including sampling, testing, blending or dumping), storage, shipping or transport of skins, hides and wool.
- 3.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

- 3.4** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 3.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.5** This award does not cover:
- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
 - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 3.6** 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** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.
- 5.2** Facilitative provisions in this award are contained in the following clauses:
- (a) clause 8.2(b)—Ordinary hours—Employees other than shiftworkers;
 - (b) clause 8.6—Rostering;
 - (c) clause 9.2—Paid rest breaks;
 - (d) clause 10.3(a)—Pieceworkers;
 - (e) clause 14.5—Time off instead of payment for overtime;
 - (f) clause 15.6—Taking of annual leave over an extended period;
 - (g) clause 15.10—Annual leave in advance; and
 - (h) clause 18.3—Substitution of public holidays by agreement.

Part 2—Types of Employment and Classifications

6. Types of employment

- 6.1** Employees under this award may be employed in one of the following categories:
- (a) full-time;
 - (b) part-time; or
 - (c) casual.

6.2 Full-time employees

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

6.3 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work an average of less than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each ordinary hour worked, a part-time employee must be paid the minimum hourly rate.
- (c) An employer must inform a part-time employee of their ordinary hours of work and starting and finishing times.

- (d) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

6.4 Casual employees

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.
- (c) **Casual loading**

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

- (i) the minimum hourly rate in clause 10.1; and
 - (ii) a loading of 25% of the minimum hourly rate, for the classification in which they are employed.
- (d) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other conditions of full-time or part-time employment **provided in this award**.

6.5 Abandonment of employment

An employee who is absent from work for a continuous period exceeding three working days without the consent of the employer and without reasonable excuse will be deemed to have abandoned their employment. The termination of employment will be deemed to have taken effect from the employee's last attendance or the last day on which the employee notified the employer of the reason for the absence.

7. Classifications

- 7.1 The classification structure and definitions under this award are set out in Schedule A—Classification.

Part 3—Ordinary Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work for a full-time employee are an average of 38 hours per week.
- (b) The ordinary hours of work for a part-time and casual employee will be in accordance with clause 6—Types of employment.
- (c) An employer may require an employee to work reasonable additional hours at overtime rates.

8.2 Employees other than shiftworkers

- (a) Employees other than shiftworkers may be required to work up to 12 ordinary hours per day, between the hours of 5.00 am and 6.30 pm, Monday to Friday.
- (b) An employer may agree with a majority of affected employees or an individual employee to alter the spread of hours in clause 8.2(a) to suit their individual needs.

8.3 Shiftworkers

Shiftworkers may be required to work a shift up to 12 consecutive ordinary hours (including meal breaks).

8.4 Work cycle

- (a) Employees may be engaged to work on a work cycle made up of working and non-working days.
- (b) The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working and non-working weeks in the cycle.
- (c) The applicable overtime rates in clause 14 will be paid for work required to be performed:
 - (i) in addition to rostered hours on any shift; and
 - (ii) in excess of the total ordinary hours in the work cycle.

8.5 Maximum weekly hours

- (a) Maximum weekly hours are provided for in the NES.
- (b) This clause provides industry specific detail and supplements Division 3 of the NES which deals with maximum weekly hours.
- (c) For the purposes of [s.63](#) of the Act, an employee's weekly hours may be averaged over a period of up to 26 weeks.

8.6 Rostering

(a) Employees other than shiftworkers

Subject to clause 22.2, an employer may vary an employee's days or work or starting and finishing times to meet the needs of the business, by giving 48 hours' notice or a shorter period as agreed between the employer and an individual employee.

(b) Shiftworkers

- (i) A shift system may be implemented by the employer and may be altered from time to time to meet the needs of the business in accordance with this clause.
- (ii) The employer may carry out operations 24 hours per day, seven days of the week and implement and change roster systems to meet its operational requirements from time to time, having regard to the health and safety of employees.

- (iii) Employees may be required to change between day work and shiftwork. An employee may be required to commence to perform or cease to perform shiftwork upon one week's notice.
- (iv) Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours' notice. These time periods may be reduced where agreed by the employer and the employee, or at the direction of the employer where operational circumstances require.
- (v) Where an employer proposes to change an employee's regular shift roster under this clause the employer must consult the employee or employees affected about the proposed change, as provided in clause 22.2

9. Breaks

9.1 Unpaid meal breaks

- (a) An employee is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked.
- (b) The time of taking a scheduled meal break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (c) The employer may stagger the taking of meal breaks to meet operational requirements.
- (d) The employer will not require an employee to work more than five hours before the first meal is taken or between subsequent meal breaks, if any.

9.2 Paid rest breaks

- (a) An employee may take a paid rest break of 20 minutes per day or shift.
- (b) The employer and an employee may agree to any variation of this clause to meet the requirements of the workplace and continuity of operations, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.
- (c) The employer may stagger the time of taking rest breaks to meet operational requirements.

9.3 Minimum break between work on successive days or shifts

(a) Employees other than shiftworkers

- (i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours break between work on successive working days.
- (ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours break between those times, must be released after completion of the overtime until the employee has

10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

- (iii) If on the direction of the employer an employee resumes or continues work without having had 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from duty for 10 hours. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

(b) Shiftworkers

The provisions of clause 9.3 will apply to shiftworkers as if eight hours were substituted for 10 hours.

Part 4—Wages and Allowances

10. Minimum wages

Rates updated as a result of AWR 2016

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

Employee Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Wool Storage		
Wool Industry Worker Level 1 (Wool Storage)	688.30	18.11
Wool Industry Worker Level 2 (Wool Storage)	715.50	18.83
Wool Industry Worker Level 3 (Wool Storage)	725.90	19.10
Wool Industry Worker Level 4 (Wool Storage)	760.50	20.01
Wool Industry Worker Level 5 (Wool Storage)	783.30	20.61
Wool Industry Worker Level 6 (Wool Storage)	820.80	21.60
Wool Testing		
Wool Industry Worker Level 1 (Wool Testing)—First 3 months	688.30	18.11
Wool Industry Worker Level 1 (Wool Testing)—After 3 months	702.00	18.47
Wool Industry Worker Level 2 (Wool Testing)	715.50	18.83
Wool Industry Worker Level 3 (Wool Testing)	725.90	19.10
Wool Industry Worker Level 4 (Wool Testing)	760.50	20.01
Wool Industry Worker Level 5	789.90	20.79

Employee Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
(Wool Testing)		
Skin and Hide Stores		
Wool Industry Worker Level 1 (Skin and Hide Stores)—First 3 months	688.30	18.11
Wool Industry Worker Level 1 (Skin and Hide Stores)—After 3 months up until 12 months	702.00	18.47
Wool Industry Worker Level 1 (Skin and Hide Stores)—After 12 months	715.50	18.83
Wool Industry Worker Level 2 (Skin and Hide Stores)	725.90	19.10
Wool Industry Worker Level 3 (Skin and Hide Stores)	759.80	19.99
Wool Industry Worker Level 4 (Skin and Hide Stores)	789.90	20.79

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

10.2 Junior employees

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

Age	% of adult rate
At 17 years or under	60
At 18 years	70
At 19 years	80
At 20 years	90

10.3 Pieceworkers

- (a) An employer and an employee may agree to remunerate the employee in whole or part by piece rates, instead of (in whole or part) the rates and allowances provided for in this award. The agreement must be made without coercion or duress.
- (b) The employer must record a piece rate agreement made under this clause in writing and provide a copy to the employee. The employer must keep the agreement as a time and wages record.
- (c) The piece rate agreement must set out the following information:
- (i) the parties to the agreement;
 - (ii) the date the agreement commences to operate; and

- (iii) the basis on which the piece rate payment is made and how piecework will be measured.
- (d) An employee working under a piece rate agreement must:
 - (i) be paid no less than the amount to which the employee would have been entitled to receive under the rates and allowances prescribed by this award if the piece rate agreement had not been made; and
 - (ii) not disadvantage the employee in relation to their terms and conditions of employment.
- (e) An agreement made under this clause may be terminated by written agreement between the employer and the employee or by either party giving four weeks' notice in writing to the other party. The agreement will cease to operate at the end of the notice period.
- (f) For the purpose of the [NES](#), the base rate of pay for a pieceworker is the base rate of pay as defined in the [NES](#).
- (g) For the purpose of the [NES](#), the full rate of pay for a pieceworker is the full rate of pay as defined in the [NES](#).

10.4 Payment of wages

- (a) Wages will be paid either weekly, fortnightly or monthly by electronic funds transfer to the bank or other recognised financial institution nominated by the employee.
- (b) An employer may deduct from any amount required to be paid to an employee under this clause, the amount of any overpayment of wages or allowances.

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

10.5 Annualised salary arrangements

Annualised salaries are being reviewed in [AM2016/13](#)

- (a) An employer may pay an employee an annual salary instead of any or all of the following provisions of the award:
 - (i) clause 10.1—Minimum wages;
 - (ii) clause 11—Allowances;
 - (iii) Part 5—Penalties and Overtime; and
 - (iv) clause 15.4—Annual leave loading.
- (b) Where an annual salary is paid, the employer must specify in writing the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.
- (c) The annual salary must be no less than the amount the employee would have been entitled to receive under the relevant wage rates, penalties, overtime,

allowances and loadings provisions of this award over the duration of the arrangement.

- (d) The annual salary is paid in full satisfaction of any obligation to otherwise make payments to the employee under this award for the provisions that will not apply instead of the salary and may be relied upon to offset any such obligation, whether of a different character or not.
- (e) For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 10.1 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties and any other separately identifiable amounts incorporated into the annual salary.

10.6 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.

10.7 National training wage

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

11. Allowances

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

11.2 Wage related allowances

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

(a) Leading hand allowance

A leading hand engaged in a skin and hide store must be paid an allowance of **\$43.93** per week.

(b) First aid allowance

An employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duty, will be paid a first aid payment of **\$16.43** per week.

11.3 Expense related allowances

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

(a) Meal allowance

(i) A meal allowance of **\$12.93** will be paid to an employee on each occasion that the employee is entitled to a rest break during overtime work.

- (ii) The allowance is not payable if the employer provides a meal or meal-making facilities or if the employee was notified no later than the previous day or shift that they would be required to work the overtime.

(b) Clothing allowance

- (i) Where the employer requires an employee engaged in wool testing to wear protective clothing, the employer must reimburse the employee for the cost of purchasing such clothing.
- (ii) This clause does not apply where the protective clothing is paid for by the employer.

(c) Footwear allowance

- (i) Where the employer requires an employee engaged in wool testing to wear safety footwear, the employer must reimburse the employee for the cost of purchasing such footwear.
- (ii) This clause does not apply where the safety footwear is paid for by the employer.

12. Superannuation

12.1 Superannuation legislation

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

12.2 Employer contributions

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

12.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or 12.3(b), to one of the following superannuation funds or its successor:

- (a) LUCRF;
- (b) AustralianSuper;
- (c) 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
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

13. Penalty rates

13.1 Shiftwork definitions

In this award:

- (a) **day shift** means any shift finishing after 2.00 pm and at or before 6.00 pm;
- (b) **afternoon shift** means any shift finishing after 6.00 pm and at or before 1.00 am;
- (c) **night shift** means any shift finishing after 1.00 am and at or before 7.00 am; and
- (d) **continuous shiftworker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

13.2 Shiftwork penalties

- (a) A shiftworker or continuous shiftworker whilst on afternoon shift or night shift must be paid 115% of the minimum hourly rate.
- (b) A shiftworker or continuous shiftworker whilst on permanent night shift must be paid 130% of the minimum hourly rate.

13.3 Weekend work

- (a) For ordinary hours worked at anytime on a Saturday, an employee will be paid 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter.
- (b) For ordinary hours worked at anytime on a Sunday, an employee will be paid 200% of the minimum hourly rate.
- (c) The rates of pay referred to in clause 13.3 do not apply where the time worked forms part of the normal continuous hours in a normal shift.

13.4 Public holidays

An employee will be paid at the rate of 250% of the minimum hourly rate for any ordinary hours worked on a public holiday.

14. Overtime

14 amended in accordance with [PR584175](#) (14.5 amended and substituted)

14.1 Definition of overtime

- (a) For a full-time or casual employee, overtime is any time worked in addition to rostered hours on any shift, or in excess of the total ordinary hours in the work cycle.
- (b) For a part-time employee, ~~see clause 6.3(d). hours worked in addition to the employee's ordinary hours (agreed in accordance with clause 6.3(e)) will be paid at the appropriate overtime rate.~~

14.2 Overtime rates

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

For overtime worked on	Overtime rate % of minimum hourly rate
Monday to 12 noon Saturday—first 2 hours	150%
Monday to 12 noon Saturday—after 2 hours	200%
Saturday—after 12 noon	200%
Sunday all day	200%
Public holiday all day	250%
Continuous shiftworkers	
All overtime hours	200%

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

14.3 Recall—employees other than continuous shiftworkers

An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of four hours or will be paid for a minimum of four hours work in circumstances where the employee is engaged for a lesser period.

14.4 Method of calculation

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under clause 14.2 are in substitution for any other loadings or penalty rates.

14.5 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 14.5
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;

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

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 14.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 14.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 14.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 14.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 14.5 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 14.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.5.

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

15 amended in accordance with [PR583099](#) (clause 15.6 substituted; by renumbering old clauses 15.7 and 15.8 as 15.9 and 15.10; inserting new clauses 15.7 and 15.8; renumbered clause 15.10 substituted; clause 15.11 inserted)

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

15.2 For the purposes of Division 6—Annual leave of the NES, shiftworker means a continuous shiftworker as defined in this award.

15.3 Arrangements for taking leave

- (a) A week's leave for employees is based on the average number of ordinary hours worked per week under the employee's rostering arrangements.
- (b) When annual leave is taken by an employee, the employer may require that the leave be taken in accordance with the employee's roster.

15.4 Annual leave loading

When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the base rate of pay for the period in addition to the payment required to be made under Division 6 of 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).

15.5 Annual leave during shut down

An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay.

15.6 Excessive leave accruals: general provision

Note: Clauses 15.6 to 15.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing

with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 15.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 15.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 15.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 15.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 15.7(b)(i).

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

15.8 Excessive leave accruals: request by employee for leave

- (a) Clause 15.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 15.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 15.7(a) that, when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.6, 15.7 or 15.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 15.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

15.9 Taking of annual leave over an extended period

An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example it may be agreed that the leave period is doubled and taken on half pay.

15.10 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.10 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 15.10 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

15.11 Cashing out of annual leave

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

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

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

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

16. Personal/carer's leave and compassionate leave

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

17. Parental leave and related entitlements

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

18. Public holidays

18.1 Public holidays are provided for in the NES.

18.2 Where an employee works on a public holiday they will be paid in accordance with clause 13.4.

18.3 Substitution of public holidays by agreement

By written agreement between the employer and a majority of affected employees, or the employer and an individual employee, another day or part-day may be substituted for a day or part-day that would otherwise be a public holiday under Division 10 of the NES.

Outcome of 28 November 2014 conference: Reference to agreement written between the employer and the *majority* of employees or an employer and an *individual* employee.

18.4 Part-day public holidays

18.4 inserted on 1 September 2016

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

19. Community service leave

Community service leave is provided for in the NES.

20. Termination of employment

20.2 amended to reflect wording in current award

20.1 Notice of termination is provided for in the NES.

20.2 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 ~~money~~ monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

20.3 Job search entitlement

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

21. Redundancy

21.1 Redundancy pay is provided for in the NES.

21.2 Transfer to lower paid duties

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

21.3 Employee leaving during notice period

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

21.4 Job search entitlement

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

Part 7—Consultation and Dispute Resolution

22. Consultation

22.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1(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 22.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

22.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information

about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

23. Dispute resolution

- 23.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 23.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Schedule A—Classification and Progression Principles

A.1 Classification

In each of the classifications under this award it is a requirement that an employee must:

- (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee's ability and competence;
- (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
- (c) use such tools and equipment as may be required, subject to the limit of the employee's skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

A.2 Progression

An employee will progress through the classification levels subject to:

- (a) possessing the applicable skills for the level; and
- (b) being required by the employer to perform work at that level.

A.3 Classification structure

An employee will be classified in accordance with the classification descriptions below based on whether they are employed in a wool store, a raw wool testing laboratory or a skin and hide store.

A.3.1 Wool Industry Worker Level 1 (Wool Storage)

(a) Prerequisites

- basic interpersonal and communication skills; and
- basic literacy and numeracy skills.

(b) Skills/duties

- become familiar with company policies and procedures;
- responsible for quality of their own work subject to detailed direction;
- obtain knowledge and apply appropriate manual handling skills and/or testing or sampling skills;
- ability to work in a team environment and/or under routine supervision;
- ability to exercise discretion within the limits of skills and/or training; and
- ability to undertake duties in a safe and responsible manner.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- core sampling (non-mechanical);
- feeding wool into blending machines;
- head marking or branding of head bale at receipt or weighing;
- inserting lot plates or dividers;
- lopping;
- opening or closing bales (including fudging and boodling);
- pushing into or taking from elevators or drops;
- sewing;
- wheeling baskets;
- hand trucking;
- use of non-licensed material handling equipment;
- operate wool bending machine; and
- responsible for housekeeping in own work environment.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.2 Wool Industry Worker Level 2 (Wool Storage)

(a) Prerequisites

Wool Industry Worker Level 1 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 1 the following skills/duties are required:

- able to work in a team environment under limited supervision;
- responsible for quality of own work; and
- appropriate licence to operate required materials handling equipment (other than crane or fork-lift rated in excess of 20,000 kg), (as required).

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- breaking out of specified bales for shipping, showing, pooling or blending;
- breaking out for rail trucks (including the use of mechanical aids);

- breaking down stacks of wool;
- port marking and branding of wool for shipment;
- operating and in charge of semi automatic dump press;
- operation of all appropriate materials handling equipment (other than crane or fork-lift rated in excess of 20,000 kg), not requiring ancillary or incidental clerical functions;
- sheetman or fossicker;
- wool pressing; and
- weight adjusting.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.3 Wool Industry Worker Level 3 (Wool Storage)

(a) Prerequisites

Wool Industry Worker Level 2 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- understands and is responsible for quality control standards;
- advanced level of interpersonal and communications skills;
- keyboard skills;
- able to perform work required under minimal supervision; and
- ability to operate computerised inventory equipment (as required).

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- sworn weigher or employee (including fork lift driver) recording or carrying out clerical functions in receiving, weighing and delivering or shipping of bales including notifying locations of bales by radio or other electronic means;
- employee in charge of an out-store;
- operation of semi automatic core line; and
- employee responsible for the actual packing of containers with dumped bales.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.4 Wool Industry Worker Level 4 (Wool Storage)

(a) Prerequisites

Wool Industry Worker Level 3 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 3 the following skills/duties are required:

- appropriate licence to operate required materials handling equipment and/or container handling equipment and/or crane, with capacity rated greater than 20,000 kg (as required);
- knowledge of operation of fully automated core line operation;
- ability to operate computerised wool handling equipment (as required); and
- ability to perform a greater number of testing and sampling functions without direct supervision and to accept additional responsibilities.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- operator in charge of a fully automated core line operation;
- operator in charge of fully automatic dump press (i.e. TriPak);
- operator of container handling equipment rated greater than 20,000 kg; and
- employee charged by employer with the responsibility of supervising and directing not more than 10 employees (not being a number of employees working as a team).

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.5 Wool Industry Worker Level 5 (Wool Storage)

(a) Prerequisites

- Wool Industry Worker Level 4 or equivalent; and
- Appropriate certification.

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 4 the following skills/duties are required:

- ability to sort all types of wool to desired graded lines;
- ability to allocate bin types and calculate bin weights and percentages;
- responsible for sorting wool to industry quality control standards;
- understanding of operation of a wool re-handling department; and
- wool testing – understanding the operations of the company's testing and/or sampling functions.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- classing or sorting wool with or without mechanical aids; and
- undertake appropriate recording functions.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.6 Wool Industry Worker Level 6 (Wool Storage)

(a) Prerequisites

Wool Classer or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Classer the following skills/duties are required:

- proven ability to train and supervise;
- must be competent to train wool classers;
- proficient in the accurate allocation of types and component percentages and weights of all wool bales;
- must ensure quality control standards are met by all wool re-handling personnel;
- must ensure the efficient operation of a wool re-handling department; and
- ability to perform testing and sampling functions and duties without supervision and to accept additional responsibilities.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- control and co-ordinate all relevant functions of a wool re-handling operation.

A.3.7 Wool Industry Worker Level 1 (Wool Testing)

(a) Prerequisites

- basic interpersonal and communication skills; and
- basic literacy and numeracy skills.

(b) Skills/duties

- become familiar with company policies and procedures;
- responsible for quality of their own work subject to detailed direction;
- obtain knowledge and apply appropriate manual handling skills and/or testing or sampling skills;
- ability to work in a team environment and/or under routine supervision;
- ability to exercise discretion within the limits of skills and/or training; and
- ability to undertake duties in a safe and responsible manner.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- performing of 3–4 less complicated testing functions, limited coreline supervision, manual coring and associated tasks to the above such as sample security, handling and delivery;
- operating mechanical sampling equipment;
- weighing of bales and recording bale weights as a sworn weigher; and
- clerical functions associated with the identification of bales and samples.

(c) Promotional criteria

An employee employed at this level in wool testing remains at this level until they have completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee. 2008 ordinary hours of service by a casual employee will be the equivalent to the 12 month period referred to above. At the end of this, an employee will be reclassified to Level 2.

A.3.8 Wool Industry Worker Level 2 (Wool Testing – Sampling or Testing Officer)

(a) Prerequisites

Wool Industry Worker Level 1 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 1 the following skills/duties are required:

- able to work in a team environment under limited supervision;
- responsible for quality of own work;
- appropriate licence to operate required materials handling equipment (other than crane or fork lift rated in excess of 20,000 kg), (as required); and
- employees will have more detailed knowledge of Company Policies and procedures and the ability to perform a greater number of testing and sampling functions.

The following tasks are indicative of the tasks which an employee at this level may be required to perform. Employees will be proficient in the following relevant tasks as required:

- laserscan testing;
- mechanical tuft sampling;
- auto residuals;
- atlas testing;
- burrs;
- vegetable matter dissection;
- fleece measurement testing;
- batching/receivals;
- more complicated non-routine testing;
- retufting; and
- recoring; and
- processing over weight bales.

(c) Promotional criteria

An employee classified as a Sampling Officer or a Testing Officer will automatically be entitled to an incremental pay increase upon completion of each successive continuous service period which, in aggregate, is equivalent to the ordinary time worked in 12 months by a full-time employee. In the case of a full-time employee such incremental pay increase or multiple thereof, if applicable, will take effect on each anniversary of the date upon which the employee was classified as a Sampling Officer or a Testing Officer, as the case may be.

Provided that this clause will be applicable only where the employee continues to demonstrate the ability to perform, efficiently and with limited supervision,

a comprehensive range of functions required to be performed within the scope of the employee's classification.

The automatic service increments referred to herein will not apply to casual employees. The exception to this is where a casual employee has completed 12,048 ordinary hours of service (equivalent to six years full-time). A casual employee who has completed 12,048 ordinary hours of service after 1 October 2005 will be moved to the Sampling Officer 3 or Testing Officer 3 wage rate. No further service increments will apply to such casual employees.

The quantum of an incremental pay increase, referred to herein, will be calculated as one-quarter of the difference between the Wool Industry Worker (Wool Testing) Level 2 rate and the Wool Industry Worker (Wool Testing) Level 3 rate.

A.3.9 Wool Industry Worker Level 3 (Wool Testing —Sampling or Testing Officer)

(a) Prerequisites

Wool Industry Worker Level 2 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- understands and is responsible for quality control standards;
- advanced level of interpersonal and communications skills;
- keyboard skills;
- able to perform work required under minimal supervision;
- ability to operate computerised inventory equipment (as required); and
- employees must demonstrate the ability to perform the testing or sampling tasks of a Testing or Sampling Officer with minimal supervision and to demonstrate pro-active abilities in carrying out the required tasks.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- conducting testing and sampling tasks with minimal supervision and demonstrating a pro-active approach to the conduct of those tasks.

(c) Promotional criteria

Before being classified formally as a Senior Sampling or Senior Testing Officer, an employee will be required to demonstrate the ability to accept those additional responsibilities specified for that classification for a probationary period of up to six months.

During this probationary period, the employee will be paid as a Wool Industry Worker (Wool Testing) Level 4 at the entry point, provided that the minimum rate of pay for an employee who is responsible for training, organising and supervising more than five employees will be the mid-point of the Senior Sampling or Senior Testing Officer range.

A.3.10 Wool Industry Worker Level 4 (Wool Testing)

(a) Prerequisites

Wool Industry Worker Level 3 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 3 the following skills/duties are required:

- knowledge of operation of fully automated core line operation;
- ability to operate computerised wool handling equipment (as required); and
- ability to perform a greater number of testing and sampling functions without direct supervision and to accept additional responsibilities.

The following tasks are indicative of the tasks which an employee at this level should be proficient in and may be required to perform:

- planning, organising and supervision of testing and/or sampling by other employees;
- administering the company's operations in a specific area;
- undertaking a range of quality control duties;
- participating in stock control, ordering, purchasing and like activities associated with the testing and sampling operations;
- trials of testing functions and/or equipment for research and development purposes;
- calibration of instruments;
- ashing; and
- scoured wool testing.

(c) Promotional criteria

Promotion of an employee through the Wool Industry Worker Level 4 classification will be calculated as one-quarter of the difference between the entry point of the Wool Industry Worker Level 4 rate and the Wool Industry Worker Level 5 rate.

Progression is not automatic and is dependent on a position becoming available.

A.3.11 Wool Industry Worker Level 5 (Wool Testing)

(a) Prerequisites

Wool Industry Worker Level 4 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 4 the following skills/duties are required:

- understanding the operations of the company's testing and/or sampling functions.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- detailed knowledge of the company's testing and/or sampling functions;
- ability to plan, organise and supervise employees;
- ability to write reports on operations in the employee's work area; and
- ability to work effectively unsupervised.

A.3.12 Wool Industry Worker Level 1 (Skin and Hide Stores)

(a) Prerequisites

- basic interpersonal communication skills;
- basic literacy and numeracy skills.

(b) Skills/duties

- become familiar with company policies and procedures;
- responsible for quality of their own work subject to detailed direction;
- obtain knowledge and apply appropriate manual handling skills and/or testing or sampling skills;
- ability to work in a team environment and/or under routine supervision;
- ability to exercise discretion within the limits of skills and/or training; and
- ability to undertake duties in a safe and responsible manner.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- use of non-licensed material handling equipment;
- breaker out of certain specified bales for shipment or show purposes Brander postmarker wool for shipment;
- wool presser;
- wool blending machine operation (not being a wool classer function);

- trottering or handling green skins and/or handling hides;
- curing of skins and/or hides;
- preparing skins and/or hides for classers;
- operator of a feeder of skin, hide or wool press whether mobile or fixed;
- cleaning/maintenance;
- ability to measure accurately using gauges and meters;
- allocating and retrieving goods from specific warehouse areas;
- periodic stock checks;
- storing and packing of goods and materials in accordance with appropriate procedures and/or regulations; and
- preparation and receipt of documentation including liaison with supplier.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.13 Wool Industry Worker Level 2 (Skin and Hide Stores)

(a) Prerequisites

Wool Industry Worker Level 1 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- understands and is responsible for quality control standards;
- advanced level of interpersonal and communications skills;
- keyboard skills;
- able to perform work required under minimal supervision; and
- ability to operate computerised inventory equipment (as required).

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- licensed operation of all appropriate material handling equipment;
- bale clerk;
- trainee shipping officer;
- trainee classer; and
- wool classer trainee.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.14 Wool Industry Worker Level 3 (Skin and Hide Stores)

(a) Prerequisites

Wool Industry Worker Level 2 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- appropriate licence to operate required materials handling equipment and/or container handling equipment and/or crane, with capacity rated greater than 20,000 kg (as required);
- knowledge of operation of fully automated core line operation;
- ability to operate computerised wool handling equipment (as required); and
- ability to perform a greater number of testing and sampling functions without direct supervision and to accept additional responsibilities.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- operation of tripak ashe press or any other similar automated dumping press;
- core and grab machine operator; and
- skin and hide classer.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.15 Wool Industry Worker Level 4 (Skin and Hide Stores)

(a) Prerequisites

- Wool Industry Worker Level 3 or equivalent; and
- appropriate certification

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 3 the following skills/duties are required:

- ability to sort all types of wool to desired graded lines;
- ability to allocate bin types and calculate bin weights and percentages;

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- responsible for sorting wool to industry quality control standards; and
- understanding of operation of a wool re-handling department.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- liaising with management, customers and suppliers with respect to stores operation;
- maintaining control registers including invention control and being responsible for the preparation and reconciliation of regular reports on stock movements, despatches, etc;
- buyer and seller of skin, hides or wool (responsible for arrangement of shows and setting out products for potential outside buyers);
- wool classer;
- valuer of skins, hides and wool; and
- weighing, shipping or receiving a delivery officer.

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—ordinary and penalty rates**

	Ordinary hours	Saturday		Sunday	Public holiday
		first 2 hours	after 2 hours		
% of minimum hourly rate					
	100%	150%	200%	200%	250%
Wool Industry Worker	\$	\$	\$	\$	\$
Wool Storage—Level 1 Wool Testing—Level 1 (first 3 months) Skin and Hide Stores—Level 1 (first 3 months)	18.11	27.17	36.22	36.22	45.28
Wool Testing—Level 1 (after 3 months) Skin and Hide Stores—Level 1 (after 3 months)	18.47	27.71	36.94	36.94	46.18
Wool Storage—Level 2 Wool Testing—Level 2 Skin and Hide Stores—Level 1 (after 12 months)	18.83	28.25	37.66	37.66	47.08
Wool Storage—Level 3 Wool Testing—Level 3 Skin and Hide Stores—Level 2	19.10	28.65	38.20	38.20	47.75
Skin and Hide Stores—Level 3	19.99	29.99	39.98	39.98	49.98
Wool Testing—Level 4 Wool Storage—Level 4	20.01	30.02	40.02	40.02	50.03
Wool Storage—Level 5	20.61	30.92	41.22	41.22	51.53
Skin and Hide Stores—Level 4 Wool Testing—Level 5	20.79	31.19	41.58	41.58	51.98
Wool Storage—Level 6	21.60	32.40	43.20	43.20	54.00

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

	Ordinary hours	Afternoon & night shift	Permanent night shift
	% of minimum hourly rate		
	100%	115%	130%
Wool Industry Worker	\$	\$	\$
Wool Storage—Level 1	18.11	20.83	23.54
Wool Testing—Level 1 (first 3 months)			
Skin and Hide Stores—Level 1 (first 3 months)			
Wool Testing—Level 1 (after 3 months)	18.47	21.24	24.01
Skin and Hide Stores—Level 1 (after 3 months)			
Wool Storage—Level 2	18.83	21.65	24.48
Wool Testing—Level 2			
Skin and Hide Stores—Level 1 (after 12 months)			
Wool Storage—Level 3	19.10	21.97	24.83
Wool Testing—Level 3			
Skin and Hide Stores—Level 2			
Skin and Hide Stores—Level 3	19.99	22.99	25.99
Wool Testing—Level 4	20.01	23.01	26.01
Wool Storage—Level 4			
Wool Storage—Level 5	20.61	23.70	26.79
Skin and Hide Stores—Level 4	20.79	23.91	27.03
Wool Testing—Level 5			
Wool Storage—Level 6	21.60	24.84	28.08

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

	Monday to 12 pm Saturday		Saturday after 12 pm	Sunday – all day	Public holiday	Continuous shiftworkers – all hours
	First 2 hours	After 2 hours				
	% of minimum hourly rate					
	150%	200%	200%	200%	250%	200%
Wool Industry Worker	\$	\$	\$	\$	\$	
Wool Storage—Level 1	27.17	36.22	36.22	36.22	45.28	36.22
Wool Testing—Level 1 (first 3 months)						
Skin and Hide Stores—Level 1 (first 3 months)						
Wool Testing—Level 1 (after 3 months)	27.71	36.94	36.94	36.94	46.18	36.94
Skin and Hide Stores—Level 1 (after 3 months)						
Wool Storage—Level 2	28.25	37.66	37.66	37.66	47.08	37.66
Wool Testing—Level 2						
Skin and Hide Stores—Level 1 (after 12 months)						
Wool Storage—Level 3	28.65	38.20	38.20	38.20	47.75	38.20
Wool Testing—Level 3						
Skin and Hide Stores—Level 2						
Skin and Hide Stores—Level 3	29.99	39.98	39.98	39.98	49.98	39.98
Wool Testing—Level 4	30.02	40.02	40.02	40.02	50.03	40.02
Wool Storage—Level 4						
Wool Storage—Level 5	30.92	41.22	41.22	41.22	51.53	41.22
Skin and Hide Stores—Level 4	31.19	41.58	41.58	41.58	51.98	41.58
Wool Testing—Level 5						
Wool Storage—Level 6	32.40	43.20	43.20	43.20	54.00	43.20

B.2 Casual employees**B.2.1 Casual employees—ordinary and penalty rates**

	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
	% of minimum hourly rate				
	125%	175%	225%	225%	275%
Wool Industry Worker	\$	\$	\$	\$	\$
Wool Storage—Level 1 Wool Testing—Level 1 (first 3 months) Skin and Hide Stores—Level 1 (first 3 months)	22.64	31.69	40.75	40.75	49.80
Wool Testing—Level 1 (after 3 months) Skin and Hide Stores—Level 1 (after 3 months)	23.09	32.32	41.56	41.56	50.79
Wool Storage—Level 2 Wool Testing—Level 2 Skin and Hide Stores—Level 1 (after 12 months)	23.54	32.95	42.37	42.37	51.78
Wool Storage—Level 3 Wool Testing—Level 3 Skin and Hide Stores—Level 2	23.88	33.43	42.98	42.98	52.53
Skin and Hide Stores—Level 3	24.99	34.98	44.98	44.98	54.97
Wool Testing—Level 4 Wool Storage—Level 4	25.01	35.02	45.02	45.02	55.03
Wool Storage—Level 5	25.76	36.07	46.37	46.37	56.68
Skin and Hide Stores—Level 4 Wool Testing—Level 5	25.99	36.38	46.78	46.78	57.17
Wool Storage—Level 6	27.00	37.80	48.60	48.60	59.40

B.2.2 Casual employees—shiftworkers

	Ordinary hours	Afternoon & night shift	Permanent night shift
	% of minimum hourly rate		
	125%	140%	155%
Wool Industry Worker	\$	\$	\$
Wool Storage—Level 1 Wool Testing—Level 1 (first 3 months) Skin and Hide Stores—Level 1 (first 3 months)	22.64	25.35	28.07
Wool Testing—Level 1 (after 3 months) Skin and Hide Stores—Level 1 (after 3 months)	23.09	25.86	28.63
Wool Storage—Level 2 Wool Testing—Level 2 Skin and Hide Stores—Level 1 (after 12 months)	23.54	26.36	29.19
Wool Storage—Level 3 Wool Testing—Level 3 Skin and Hide Stores—Level 2	23.88	26.74	29.61
Skin and Hide Stores—Level 3	24.99	27.99	30.98
Wool Testing—Level 4 Wool Storage—Level 4	25.01	28.01	31.02
Wool Storage—Level 5 Skin and Hide Stores—Level 4 Wool Testing—Level 5	25.76	28.85	31.95
Wool Storage—Level 6	27.00	30.24	33.48

Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016
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See clause 11 for full details of allowances payable under this award.

C.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule G—Definitions as the minimum hourly rate for a Wool Industry Worker Level 2 (Skin and Hide Stores) employee in clause 10 = \$19.10

Allowance	Clause	% of standard rate \$19.10	\$ per week unless stated otherwise
Leading hand allowance	11.2(a)	230	43.93
First aid allowance	11.2(b)	86	16.43

C.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.2 Expense related allowances

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

Allowance	Clause	\$
Meal allowance	11.3(a)	12.93 per occasion

C.2.1 Adjustment of expense related allowances

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

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

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

Schedule D— Supported Wage System

Rates updated as a result of AWR 2016

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
10	10

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

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

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to

the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

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

D.10 Trial period

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

Schedule E—National Training Wage

Rates updated as a result of AWR 2016

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

E.1 Title

This is the *National Training Wage Schedule*.

E.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

E.3 Coverage

E.3.1 Subject to clauses E.3.2 to E.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 E.7 to this schedule or by clause E.5.4 of this schedule.

E.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 E.7 to this schedule.

E.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.

E.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.

E.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.

E.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

E.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

E.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.

E.5 Minimum Wages

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.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 E.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 E.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 E.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
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause E.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 E.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 E.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 E.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

E.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.5.2(f) and E.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 E.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 E.5.2(f) and E.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 E.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 E.5.2(f) and E.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 E.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	

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

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.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 E.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 E.5.2(f) and E.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 E.5.2(f) and E.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 E.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 E.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 E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.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.

E.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 E.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.

E.6 Employment conditions

E.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.

E.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.

E.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 E.5.2(f)(ii) and not by this clause.

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

E.7 Allocation of Traineeships to Wage Levels

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

E.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
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

Training package	AQF certificate level
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

E.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
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

Training package	AQF certificate level
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	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

E.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 F—2016 Part-day Public Holidays

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

Schedule G varied by [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.

Schedule G—Definitions

In this award, unless the contrary intention appears:

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

afternoon shift means any shift finishing after 6.00 pm and at or before 1.00 am

base rate of pay has the same meaning as in s.16 of the Act

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

day shift means any shift finishing after 2.00 pm and at or before 6.00 pm

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)

full rate of pay has the same meaning as in s.18 of the Act

junior employee means an employee under the age of 21 years

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

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

night shift means any shift finishing after 1.00 am and at or before 7.00 am

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

raw wool testing laboratory means a testing laboratory independent of the sale transaction and having undertaken to carry out tests in accordance with the current International Wool Textile Organisation Core Test Regulations. **Raw wool** includes greasy wool, wool which has been scoured, carbonised, washed or solvent degreased, scoured skin wools, washed skin wools. It consists of wool fibre together with variable amounts of vegetable matter and extraneous alkali-insoluble impurities, mineral matter, wool waxes, suint and moisture. **Greasy wool** is wool from the sheep's back or sheepskins, which has not been scoured, solvent degreased, carbonised or otherwise processed.

sampling means all or any of the functions and duties required to be performed in connection with, or incidental to, the obtaining of wool samples for testing and, in particular, without limiting the generality of the foregoing, includes:

- the drawing of samples manually and/or the operation of mechanical sampling equipment;
- attendance at sampling lines in wool stores;
- the weighing of bales and recording of bale weights as a sworn weigher; and
- the clerical functions associated with the identification of bales and samples

Sampling assistant means an employee engaged by a raw wool testing laboratory and required to perform sampling functions and duties, who has not completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

Sampling officer means an employee engaged by a raw wool testing laboratory and required to perform sampling functions and duties, who has completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

Senior sampling officer means a raw wool testing laboratory employee who, in addition to performing sampling functions and duties without direct supervision, is required to accept additional responsibilities such as the planning, organising and supervision of sampling by other employees, the administration of the company's operations in a centre or specific area and/or officially representing the employer in discussions with representatives of other wool industry companies

Senior testing officer means a raw wool testing laboratory employee who, in addition to performing testing functions and duties without direct supervision, is required to accept additional responsibilities, such as the planning, organising and supervision of testing by other employees, the administration of the company's operations in a specific area, undertaking a range of quality control duties and/or participating in stock control, purchasing etc. associated with the testing operations

shiftwork means work performed by shiftworkers

shiftworker means an employee currently engaged to work in a system of shifts, being afternoon shifts, night shifts or both, or a continuous shiftworker

standard rate means the minimum hourly rate for a Wool Industry Worker Level 2 (Skin and Hide Stores) employee in clause 10—Minimum wages. This rate is to be used for the purposes of calculating various allowances that require a designated standard rate.

testing means all or any of the functions and duties required to be performed in connection with, or incidental to, the testing of wool, seeds, grain, grasses and wool grease samples and, in particular, without limiting the generality of the foregoing, includes:

- the operation of various types of laboratory apparatus, testing equipment and machines;
- the weighing of containers and/or samples, subsamples and test specimens using laboratory balances provided and the recording of such weights;
- the clerical functions associated with the identification, control batching etc. of samples, subsamples, test specimens and containers; and
- the use of such chemicals and the handling of samples as required by the procedures laid down from time to time

Testing assistant means an employee engaged by a raw wool testing laboratory and required to perform testing functions and duties, who has not completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

Testing officer means an employee engaged by a raw wool testing laboratory and required to perform testing functions and duties, who has completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

DRAFT

Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583099](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR583099](#).

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

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

Schedule J— Agreement for time off instead of payment for overtime inserted in accordance with [PR584175](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___