

The Business Equipment Award—Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
1 March 2019	Incorporates change resulting from PR582973	23.9(a)
	Incorporate changes resulting from PR598110	Schedule H
	Incorporate changes resulting from [2018] FWCFB 1405	11.3,12.2, 12.8, 13.1, 13.2(a), 14.2, 14.4(a), 9.7, 16.1, 16.2, 16.3, 17.2(a), 17.3, 17.4(c), 18.7, 22.2, 20.3, 20.6, 23.3(b), A.3.1, B.1.1, 0, 0, Schedule E, Schedule H
	Incorporating changes resulting from [2018] FWCFB 3500 , PR606345 , PR606503 , PR606630	11, 14, 17, 20, 21, 22, Schedule B, Schedule C, Schedule D
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609338	22 (deleted)
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700548 , PR700649 ,	11.3(b),11.4
	Incorporates changes resulting from PR701683	Schedule H
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701415	6
	Incorporates changes resulting from [2018] FWCFB 7433 , PR703315	6.6 (deleted)
	Incorporates changes resulting from, [2018] FWCFB 4704 , PR610182	5, 29, 30, 31, 32
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Administrative changes by Modern Awards team Exposure Draft	9.3 (deleted), 15
2 September 2019	Incorporating A clauses into the numbering of the exposure draft	6, 15, 30
	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	17
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR706927	33
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500 , PR707431 , PR707628 , PR709080	11, 14, 17, 20, 21, 22, Schedule B, Schedule C, Schedule D

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	Incorporating changes resulting from [2019] FWCFCB 5144	27
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFCB 5409 at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 4, 4.4, 4.5, 9, 10, 11, 12.1, 13, 14, 14.6, 15, 16.2, 17.3, 17.4, Part 5—, 20,21, 22, Part 6—, 23, 28, Part 8—, 32, 33, A.3.1, Schedule F—National Training Wage (deleted), Schedule H—Definitions (moved), Schedule E, Schedule H
	Incorporating changes resulting from [2019] FWCFCB 5409	4, 14
	Incorporating changes resulting from [2019] FWCFCB 5145 (determination in draft form) .	7, 28, Schedule H

EXPOSURE DRAFT

Business Equipment Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Business Equipment Award 2010* (the Business Equipment Award) as at 18 December 2015 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Business Equipment Award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/218](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during 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 of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFCB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFCB 1333](#) at [35].

- 1.1** This award is the *Business Equipment Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 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 H—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. Definitions

In this award, unless the contrary intention appears:

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 17—Allowances)

business equipment industry has the meaning given in clause 4.2

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)

minimum hourly rate means the minimum weekly rate in clause 14.2 divided by 38 and rounded to the nearest cent

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

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

ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 14—Minimum rates, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes

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

standard rate means the minimum weekly rate for a Level 4 Technician in clause 14.2(a)(i)

3. The National Employment Standards and this award

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

4. Coverage

Clause 4 amended in accordance with [\[2019\] FWCFCB 5409](#) at [118]

- 4.1 This industry award covers employers throughout Australia in the business equipment industry and their employees in the classifications listed in Schedule A—Classifications, Skill Levels and Definitions of this award to the exclusion of any other modern award.
- 4.2 **Business equipment industry** means the sale or lease and associated installation and servicing of business equipment such as computers, data processing equipment, photocopiers, facsimile machines, cash registers, accounting and adding machines, calculators and peripheral equipment associated with such equipment including keyboards, display screens, printers, routers and multifunction devices.
- 4.3 This award does not cover:
 - (a) persons wholly or mainly engaged in managerial positions;
 - (b) employees whilst undertaking formal training courses or schools in connection with their employment;
 - (c) employees of electrical contractors or manufacturers of business equipment;
 - (d) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the [Act](#));

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

4.4 This award covers any employer which supplies labour on an on-hire basis in the business equipment industry ~~set out in clause 4.1~~ 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 Clause 4.4~~ operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for apprentices and/or trainees engaged in the business equipment industry and/or parts of ~~that~~ industry ~~set out at clause 4.1~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. ~~This subclause Clause 4.5~~ operates subject to the exclusions from coverage in this award.

4.6 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.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

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- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on ‘reasonable business grounds’ (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee’s section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50].

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

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

Clause	Provision	Agreement between an employer and:
12.2	Flexibility in relation to ordinary hours of work—day workers	An individual or the majority of employees
13.2	Flexibility in relation to breaks	An individual or the majority of employees
15	Payment of wages	An individual or the majority of employees
20.9	Time off instead of payment for overtime	An individual
22.2(b)	Flexibility in relation to standard shiftwork	An individual or the majority of employees

Clause	Provision	Agreement between an employer and:
23.4	Annual leave in advance	An individual
23.10	Cashing out of annual leave	An individual
28.2, 28.3	Substitution of public holidays	An individual or the majority of employees

Part 2—Types of Employment

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

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

9. Full-time employees

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

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

10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work an average of less than 38 ordinary hours per week;
- (b) works a regular pattern of hours; and
- (c) is paid the minimum hourly rate for each ordinary hour worked.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

11.1 A casual employee is an employee who is engaged and paid as a casual employee.

11.2 A casual employee's employment may be terminated by an hour's notice given either by the employer or the employee, or by the payment or forfeiture of an hour's wage.

11.3 Casual loading

11.3(ii) varied as a result of AWR 2019 – changes not tracked.

- (a) For each ordinary hour worked, a casual employee must be paid:
 - (i) the ordinary hourly rate; and
 - (ii) a loading of 24% of the ordinary hourly rate, for the work which the employee performs.
- (b) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

11.4 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.4(b) ~~paragraph (b)~~;
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

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- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 31—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in ~~this~~ clause 11.4, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clause 10—Part-time employees and, as applicable, clause 12—Ordinary hours of work and rostering.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this~~ clause 11.4.
- (o) Nothing in ~~this~~ clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this~~ clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ [clause 11.4](#) within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of [clause 11.4](#) ~~this subclause~~ by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~ [clause 11.4\(q\)](#).

Part 3—Hours of Work

12. Ordinary hours of work and rostering

12.1 Ordinary hours of work—day workers

The ordinary hours of work for day workers are to be:

- (a) an average of 38 per week;
- (b) of no more than ~~eight~~8 hours per day
- (c) worked between the hours of 6.30 am to 6.30 pm at the discretion of the employer and on any day or all of the days of the week, Monday to Friday.

12.2 Flexibility in relation to ordinary hours of work—day workers

- (a) The following forms of flexibility may be implemented in respect of all employees in a workplace or section/s thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section/sections. Agreement in this respect may also be reached between the employer and an individual employee:

Issue remains outstanding – draft variation determinations to be issued - see [\[2019\] FWCFB 5409](#) at [235].

- (i) the spread of hours (i.e. 6.30 am to 6.30 pm) may be altered by up to one hour at either end of the spread;
 - (ii) the days on which ordinary hours are worked may include Saturday and/or Sunday, subject to the penalties in clause 21.2 and 21.3;
 - (iii) the ordinary hours of work may be up to 12 hours per day, exclusive of meal breaks. The implementation of 12 hour days is subject to the provisions of clause 12.5 of this award.
- (b) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of an individual agreement.
 - (c) Where agreement is reached in accordance with clause 12.2, the agreement must be recorded in the time and wages records.

12.3 General conditions relating to hours of work for day workers and shiftworkers

- (a) The arrangement of hours under clause 12 and shifts under clause 22—Special provisions for shiftworkers, once determined may be altered as follows:
- (i) by the employer giving one week’s notice of the requirement to change the arrangement of hours or shifts;
 - (ii) by mutual agreement between the employees concerned and their employer;
 - (iii) by the employer giving 24 hours’ notice to the employee in the case of an emergency; or
 - (iv) at the discretion of the employer, employees may be permitted to exchange shifts or days off to perform duty for another employee. In such circumstances the employer is not required to make any additional payment.

12.4 Rosters

Rosters will specify the commencement and finishing times of ordinary working hours for employees.

12.5 Twelve hour days or shifts

Implementation of 12 hour days or shifts is subject to the following:

- (a) suitable roster arrangements being made, including a review process relating to such rosters; and
- (b) adequate breaks being provided.

12.6 Make-up time

A day worker or a shiftworker may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

12.7 Casual and part-time employees

Casual and part-time employees are entitled to the hourly allowances set out in clause 21—[Special provisions for](#) dayworkers and clause 22—Special provisions for shiftworkers of this award, where applicable, for the hours that the employees work.

12.8 Special provisions for country employees

The provisions of clause 12—Ordinary hours of work and rostering and clause 22—Special provisions for shiftworkers of this award will not apply to country employees provided that the hours of such work will not exceed an average of 38 per week, exclusive of meal breaks, Monday to Friday inclusive.

13. Meal breaks

13.1 Except as provided for in clause 13.2, where practicable, an employee must not be required to work for more than ~~five~~5 hours without a break for a meal. The meal break must be for a period of not less than 30 minutes and not more than 60 minutes.

13.2 Flexibility in relation to breaks

- (a) The following forms of flexibility may be implemented in respect of all employees in a workplace or section/s thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section/sections. Agreement in this respect may also be reached between the employer and an individual employee:
- (i) employees may work in excess of ~~five~~5 hours but not more than ~~six~~6 hours without a meal break (except in the case of 12 hour days or shifts);
 - (ii) meal breaks may be for a period of less than 30 minutes, but not less than 20 minutes.
- (b) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of an individual agreement.
- (c) An employee directed by the employer to work in excess of ~~five~~5 hours without a meal, or such period as extended in accordance with clause 13.2, will be paid at the rate of **150%** of the ordinary hourly rate for the meal period and the employee will be permitted to have the employee's usual meal period without deduction from the employee's wage as soon as possible after the prescribed meal period.
- (d) ~~This clause~~ 13.2 will not operate outside an employee's ordinary working hours. Meal breaks during overtime are prescribed in clause 20—Overtime of this award.

Part 4—Wages and Allowances

14. Minimum rates

14.1 The definitions of the classifications referred to in ~~this clause~~ 14 are set out in Schedule A—Classifications, Skill Levels and Definitions.

14.2 Adult employee rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

- (a) The classifications and minimum rates for an adult employee other than trainees under clause 14.6 and employees receiving a supported wage under clause 14.5 are set out in the following tables.

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(i) **Technical stream**

	Annual salary	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
Classification			
	\$	\$	\$
Technical employee			
Level 1	39,580	761.20	20.03
Level 2	41,122	790.80	20.81
Technician			
Level 3	42,536	818.00	21.53
Level 4	44,849	862.50	22.70
Level 5	47,627	915.90	24.10
Level 6	50,267	966.70	25.44

(ii) **Clerical and Administration stream**

	Annual salary	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
Classification			
	\$	\$	\$
Level 1	41,150	791.30	20.82
Level 2	42,562	818.50	21.54
Level 3	44,849	862.50	22.70
Level 4	48,926	940.90	24.76
Level 5	52,471	1009.10	26.56

(iii) **Commercial Travellers stream**

	Annual salary	Minimum weekly rate <u>(full-time employee)</u>	<u>Minimum hourly rate</u>
Classification			
	\$	\$	\$
Salesperson Level 1	43,692	840.20	<u>22.11</u>
Salesperson Level 2	47,929	921.70	<u>24.26</u>
Salesperson Level 3	55,456	1066.50	<u>28.07</u>

- (iv) Weekly wage rates are calculated by dividing annual rates by 52.

NOTE: There are exemptions which apply to certain employees see clause 16—Exemptions.

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

(b) Junior employee rates

Junior employees must be paid the following percentage of the appropriate adult ~~wage~~ rate:

(i) Technical stream

Age	Percentage of adult rate
	%
16 years and under	60
17 years	75
18 years and over	100

(ii) Clerical stream

Age	Percentage of adult rate
	%
16 years and under	55
17 years	65
18 years	75
19 years	87.5
20 years	100

14.3 Absence from duty

Unless a provision of this award states otherwise, an employee not attending for duty will lose pay for the actual time of such non-attendance.

14.4 Higher duties

- (a) An employee directed by the employer to perform work of a position at a higher classification level than that in which the employee is normally engaged must, provided the employee is capable of performing the higher level work, be paid at the rate applicable to that higher level.
- (b) ~~This e~~Clause 14.4 will not apply where the employee being relieved is absent on annual leave or personal/carer's leave until the absence has exceeded one week at which time the employee must be paid for that week and any additional days.

14.5 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.

14.6 National training wage

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at ~~1 July 2018~~ July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Business Equipment Award 2010* and not the *Miscellaneous Award 2010*.

15. Payment of wages

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.

15.1 Wages must be paid:

- (a) weekly, fortnightly, ~~four~~-weekly, half-monthly, monthly or in accordance with existing practices; and
- (b) by cash or by cheque or to the credit of the employee’s account in a bank or other recognised financial institution, or in any agreed combination of these methods.

15.2 Wages must be paid, either:

- (a) according to the average number of ordinary hours worked per pay period; or
- (b) by agreement with either the majority of employees or with an individual employee according to the actual ordinary hours worked each pay period.

15.3 Where wages are paid in cash, payment must be made during normal working hours.

Payment of wages on termination is being considered in matter [AM2016/8](#).

15.4 Upon termination of employment, the wages due to an employee must be paid on the day of termination or forwarded by post on the next working day.

16. Exemptions

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

16.1 Exemptions for employees in the technical stream

The following award provisions will not apply to an employee in the technical stream in receipt of a salary of **\$61,991** or higher:

- (a) clause 12—Ordinary hours of work and rostering;

- (b) clause 13—Meal breaks;
- (c) clause 14.4—Higher duties;
- (d) clause 17.2(c)—First aid allowance;
- (e) clause 17.2(d)—Representation allowance;
- (f) clause 17.3(d)—Area allowance;
- (g) clause 17.3(e)—Living away from home allowance;
- (h) clause 20—Overtime;
- (i) clause 22—Special provisions for shiftworkers; and
- (j) clause 28.2—Payment for time worked on a public holiday.

16.2 Exemptions for employees in the clerical stream

Except as to:

- (a) clause 1—Title and commencement (~~not including clause 1.5~~);
- (b) clause 3—The National Employment Standards and this award;
- (c) clause 4—Coverage;
- (d) clause 5—Individual flexibility arrangements;
- (e) clause 23—Annual leave;
- (f) clause 24—Personal/carer’s leave and compassionate leave;
- (g) clause 26—Community service leave;
- (h) clause 28—Public holidays;
- (i) clause 32—Termination of employment (not including clause 32.2);
- (j) clause 30—Consultation about changes to rosters or hours of work; and
- (k) clause 31—Dispute resolution;

the terms of this award will not apply to any employee in the clerical stream in receipt of a salary which exceeds the appropriate rate prescribed in clause 14.2 in which they are employed by 10%.

16.3 Exemptions for employees in the commercial travellers stream

The following award provisions will not apply to employees in the commercial travellers stream:

- (a) clause 12—Ordinary hours of work and rostering;
- (b) clause 13—Meal breaks;
- (c) clause 14.4—Higher duties;

- (d) clause 20—Overtime;
- (e) clause 22—Special provisions for shiftworkers;
- (f) clause 23—Annual leave;
- (g) clause 24—Personal/carer’s leave and compassionate leave;
- (h) clause 26—Community service leave; and
- (i) clause 28—Public holidays.

17. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.
Note inserted in accordance with [2015]FWCFB 4658 at [57].

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

17.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 17.

See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.
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17.2 Wage-related allowances—Technical and Clerical streams

(a) All-purpose allowances

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

- (i) Leading hand allowance (clause 17.2(b)).

(b) Leading hands

The following allowance applies for all purposes of the award:

In charge of	\$ per week
2 to 5 employees	27.69
6 to 10 employees	40.97
More than 10 employees	53.48

(c) First aid allowance

An employee holding a current first aid qualification from St John Ambulance or a similar body and appointed by the employer to perform first aid duties must be paid a weekly allowance of **\$20.27** per week for any week the employee is so appointed.

(d) Representation allowance

Employees regularly expected to be engaged in technical service or technical support in the field on behalf of their employer must, in addition to the salary and any other allowance prescribed by this award, be paid a representation allowance of **\$18.80** per week.

(e) Service centre allowance

- (i)** An employee who is required by the employer to accept responsibility for the company's premises together with equipment and other materials in the employer's depot or satellite service centre must be paid an allowance of **\$52.44** per week.
- (ii)** A **depot** or **satellite service centre** means an establishment which falls within the definition of a registered shop under the terms of the appropriate State factories and shops legislation.

17.3 Expense-related allowances—Technical and Clerical streams

(a) Motor vehicle allowance

- (i)** All means of transport required by an employer must be provided and maintained by the employer.
- (ii)** Any existing arrangements as to the payment of an allowance for kilometres travelled other than for business purposes may continue or be at the discretion of the employer.
- (iii)** Where a vehicle supplied by the employer is used by an employee for the employee's private purposes, the employee must ensure that the vehicle is kept in a reasonably clean and tidy condition.

(b) Motor vehicle allowance—employee provided vehicle

Where an employee, by arrangement with the employer, provides a motor vehicle for use in connection with the employer's business, the employee must be paid for the use of the vehicle on the following basis:

- (i)** If it is necessary for an employee to provide and/or use their own motor vehicle for each day to carry out assigned duties, the employee must be paid an allowance of **\$621.14** per month. However, in the case of an employee who is assigned duties in a country territory, the employee must be paid an allowance of **\$719.22** per month.
- (ii)** An additional allowance of **\$0.34** must be paid per kilometre travelled during the course of business.

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(iii) The allowance in clause 17.3(b)(ii) is not payable in respect of the distance travelled to:

- the employee’s normal place of employment; or
- the place at which work is to commence,

unless the employee is required to transport tools or equipment, parts or reference material to perform required work, in which case the allowance will apply in respect of the lesser of the distances specified.

(iv) The allowance must be paid each month and will cover the periods the employee is taking annual or sick leave entitlement in accordance with this award or is undertaking a training course or school of no more than ~~three~~3 months’ duration, but will not include any period of long service leave.

(v) An employer must give one month’s notice to an employee that the employee will not be required to use the employee’s motor vehicle to carry out assigned duties. Notice must not be given by the employer to avoid payment of the motor vehicle allowance while the employee is on annual or personal/carer’s leave or attending a training school.

(vi) An employee who is required to use their own motor vehicle to carry out the employer’s business on a casual basis must be paid an allowance of **\$0.78** per kilometre.

(c) Meal allowance

(i) An employee must receive a meal allowance of **\$14.69** for each rest break prescribed in clause 20.3(d).

(ii) The meal allowance will not apply where the employer provides a meal to an employee on overtime or the employee lives in the same locality in which the employee is working and can reasonably return home for a meal.

(d) Area allowance

(i) Where an employee is located or required to perform work in any of the areas specified below for a period exceeding ~~five~~5 working days, such employee must be paid the appropriate allowance prescribed for each continuous week of service in that area:

Area	Per week extra
	\$
Mt Isa, Queensland	72.54
Broken Hill, New South Wales	36.38
That area of Western Australia, North of a line running East from Carrot Bay to the Northern Territory border	25.58
That area of Western Australia situated between	21.98

Area	Per week extra
	\$
latitude 24 degrees and a line running East from Carrot Bay to the Northern Territory border	
That area within a line commencing on the coast at latitude 24 degrees, then East to the Northern Territory border, then South to the coast, then along the coast to a longitude 123 degrees, North to the intersection of latitude 26 degrees, then West along latitude 26 degrees	9.91

- (ii) The above allowances are not payable when an employer provides an employee with accommodation or other similar benefit of at least an equivalent amount to that prescribed above for the relevant area.

(e) **Living away from home allowance**

- (i) A living away from home allowance of **\$70.43** per day must be paid when an employee is required to spend a night away from their usual place of residence. When calculating the living away from home allowance the first and last days will count as one day.
- (ii) If it is necessary for an employee to travel for more than ~~two and a half~~ **2.5** hours after their normal finishing time the employee will be entitled to a further meal allowance of **\$12.82** for the evening meal.
- (iii) The allowances in clauses 17.3(e)(i) and 17.3(e)(ii) are not payable in circumstances where they are provided by the employer.

17.4 Expense-related allowances—Commercial Travellers stream

(a) **Motor vehicle allowance**

- (i) Where an employee, by arrangement with the employer, provides a motor vehicle in connection with the employer’s business, the employee must:
- be paid a motor vehicle allowance which will be determined in accordance with ~~this~~ clause 17.4(a); and
 - be given at least one month’s written notice of the employer’s intention to terminate or alter such arrangement or instead must be paid the motor vehicle allowance referred to in ~~this~~ clause 17.4(a) for one month.

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- (ii) The motor vehicle allowance referred to in ~~this~~-clause_17.4(a) will be determined by agreement between the employer and the employee. The agreement must specify:
- the amount of the allowance;
 - the conditions under which it is payable or not payable; and
 - the frequency and method of payment.
- (iii) Where the employer provides the salesperson with a motor vehicle for use in the employer's business without cost to the employee, the employer will not be required to pay the motor vehicle allowance referred to in ~~this~~-clause_17.4(a). A motor vehicle provided by the employer will be fully maintained by the employer.

(b) New employee required to purchase vehicle

An employee who:

- (i) at the time of their application for employment neither owned nor was in the process of acquiring the ownership of a motor vehicle by hire, purchase or otherwise;
- (ii) informed the employer of the fact prior to their engagement;
- (iii) was then engaged on terms requiring them to provide a vehicle for use in their employment; and
- (iv) did provide such vehicle,

is dismissed within the first ~~three~~3 months of employment, otherwise than for misconduct justifying summary dismissal, must be paid by the employer:

- (v) the rate of remuneration prescribed by clause 14.2 for the unexpired portion of the period of ~~three~~3 months; and
- (vi) the motor vehicle allowance prescribed by ~~this~~-clause_17.4 for a maximum of ~~six~~6 months from the date of commencement of employment.

(c) Expenses and accommodation reimbursement

- (i) All reasonable expenses actually incurred by an employee in connection with the employer's business, authorised by the employer and properly paid by the employee, must be reimbursed by the employer. Such expenses as can be reasonably anticipated must be advanced to the employee.
- (ii) Reasonable expenses include, but are in no way limited to:
- (A) Approved entertainment expenses.
 - (B) Bridge, road and ferry tolls.

- (C) The cost of reasonable hotel/motel accommodation when the employee is required to remain away from the employee's usual place of residence on any night and the cost of breakfast, a midday meal and an evening meal when the employee is, and is required to be, away from the employee's usual place of residence at the employee's usual time for taking such meal. Provided that when an employee is specifically directed to work after 6.00 pm on any one day, the employee must be reimbursed the reasonable expense actually incurred in obtaining an evening meal.
 - (D) In the event that an employee suffers injury or incapacity, necessitating the employee's return to the employee's usual place of residence, or to a hospital, the expenses actually incurred in returning thereto.
 - (E) Where air or rail travel is necessarily involved, the expenses for economy class air tickets or for first class rail tickets and for sleeping accommodation where available.
 - (F) Reasonable laundry expenses incurred by an employee after the employee has been away from their place of residence for more than one weekend in the course of their employment.
 - (G) Such expenses as the employer and the employee agree, either by the terms of the contract of employment or otherwise, to be reasonable expenses or to be expenses for which the employee should be reimbursed or paid.
- (iii) Employees whilst travelling on their employer's business will be regarded as being "on duty" for all purposes of this award.

(d) Relocation allowance

- (i) Where an employee is transferred to another location or another State, the cost of removal expenses reasonably incurred must be paid for by the employer. An employee who is transferred at their own request may be required to pay their own expenses.
- (ii) Where such employee is directed by the employer to another locality for employment which can be reasonably regarded as permanent and involving a change of residence, and where the employee is in the process of buying a place of residence in that new location, the employee must be reimbursed for the cost of accommodation for a period not exceeding ~~six~~6 weeks. Where the employee has difficulty in obtaining a place of residence, the abovementioned period may be extended to a period not exceeding ~~three~~3 months. The employer is not required to reimburse the employee where the employer provides accommodation at no cost to the employee.

- (iii) Where an employee is not in the process of buying a place of residence, the employer must reimburse the employee for the cost of accommodation for a period not exceeding ~~four~~ weeks. The employer is not required to reimburse the employee where the employer provides accommodation for the employee at no cost to the employee.
- (iv) The provision of the above will cease to apply immediately after the employee assumes their new place of residence or when the purchase has been completed, whichever is the sooner.
- (v) For the purpose of ~~this~~ clause 17.4(d), accommodation will be limited to the provision of housing.

18. Accident pay

18.1 Definitions

For the purpose of ~~this~~ clause 18, the following definitions will apply:

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the employee's ordinary rate of pay (not including over award payments, shift loadings or overtime).
- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

18.2 Entitlement

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

18.3 Calculation of the period

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

18.4 When not entitled to payment

An employee will not be entitled to any payment under ~~this~~ clause 18 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

18.5 Return to work

If an employee entitled to accident pay under ~~this~~ clause 18 returns to work on reduced hours or to perform modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

18.6 Redemptions

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

18.7 Casual employees

For a casual employee the weekly payment referred to in clause 18.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings and overtime.

18.8 Other

~~This~~ clause 18 does not operate to diminish an employee's entitlement to compensation payments under the applicable workers' compensation legislation.

19. Superannuation

19.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

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

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) was made.

19.4 Superannuation fund

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

- (a) AustralianSuper;
- (b) CareSuper;
- (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.

19.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

20. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

20.1 Overtime rates

- (a) An employee who works in excess of or outside the employee's ordinary hours established in accordance with clause 12—Ordinary hours of work and rostering or clause 22—Special provisions for shiftworkers of this award will be paid at the rate of **150%** of the ordinary hourly rate for the first ~~three~~³ hours and **200%** of the ordinary hourly rate after ~~three~~³ hours, until the completion of work.
- (b) Employees who are late starting or are absent for part of their ordinary hours on unpaid leave will complete their ordinary hours for that day prior to the entitlement to overtime.

20.2 Scheduling of overtime

The assignment of overtime by an employer will be based on the specific work requirements and the practice of one in, all in overtime will not apply.

20.3 Work on a day off

(a) Days other than Sunday

An employee required to work overtime on any day off that is not a Sunday will be paid in accordance with clause 20.1.

(b) Sunday

An employee required to work on a Sunday that is a day off will be paid **200%** of the ordinary hourly rate for all work.

(c) Minimum payment

- (i) An employee required to work overtime on a Saturday or Sunday will be paid for a minimum of ~~four~~⁴ hours at the appropriate rate, subject to clause 20.3(c)(ii).
- (ii) Where the overtime is worked prior to or at the conclusion of ordinary hours of work the employee will receive payment at the rate in clause 20.1 for the actual time worked.

(d) Paid rest break during overtime

- (i) An employee working overtime for ~~two~~² or more hours after the completion of ordinary working hours will receive a paid rest break of 20 minutes. This rest break is to be taken at the commencement of overtime and is to be paid at the employee's ordinary hourly rate.

- (ii) An employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each ~~four~~4 hours of overtime provided the employee continues to work after such rest break.
- (iii) An employer and employee may agree to a variation of this provision to meet the circumstances of the work at hand provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (iv) An employee on a paid rest break may be entitled to a meal allowance in accordance with clause 17.3(c).

20.4 Call-back

- (a) An employee recalled to work overtime after leaving work will be paid a minimum of ~~four~~4 hours or where the employee has been paid for standing by in accordance with clause 20.5, the employee will be paid for a minimum of ~~three~~3 hours at the appropriate overtime rate for each time recalled, except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.
- (b) The employee will not be required to work the full ~~four~~4 or ~~three~~3 hours as the case may be if the job(s) recalled to perform are completed within a shorter period.
- (c) Notwithstanding the above, where an employee is recalled within the ~~four~~4 or ~~three~~3 hour guarantee period, the ~~four~~4 or ~~three~~3 hours' minimum for the first recall will be cancelled and the employee will be paid up to the commencement of the second or subsequent recalls.
- (d) The provisions of clause 20.4 will not apply in circumstances where an employee provides technical service or technical support over the telephone or via remote access arrangements. Clause 20.7 may apply instead.
- (e) Overtime worked in circumstances specified in clause 20 will not be regarded as overtime for the purposes of clause 20.6.

20.5 Stand-by

- (a) An allowance of \$13.49 per hour will be paid to an employee for the period the employer requires the employee to remain in readiness for a return to work outside the employee's ordinary hours.
- (b) While receiving the appropriate overtime rate in accordance with clause 20.1 the stand-by allowance will not be paid.

20.6 Rest period after working overtime

(a) Length of the rest period

When overtime work is necessary it will be arranged where reasonably practicable for employees to have at least 10 consecutive hours off duty between the work of successive days.

(b) Where the employee does not get a 10 hour rest

- (i) The following conditions apply to an employee (other than a casual or part-time employee) who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's work on one day and the start of the employee's ordinary work on the next day:
- the employee must be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty, and
 - there will be no loss of pay for ordinary hours of work time which occur during this absence.
- (ii) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 20.6(b)(i):
- the employee must be paid at 200% of the ordinary hourly rate until the employee is released from duty;
 - the employee is then entitled to be absent for 10 consecutive hours; and
 - there will be no loss of pay for ordinary hours of work time which occur during this absence.
- (c) The provisions of clause 20.6 will not apply to call-backs or in circumstances where an employee provides technical service or technical support over the telephone or via remote access arrangements.

20.7 Technical service/support

- (a) An employee required to work overtime providing technical service or technical support over the telephone or via remote access arrangements will be paid for each occasion that such work is carried out:
- (i) for a minimum of half an hour at the appropriate overtime rate where such work commences between 5.00 am and 10.00 pm; or
- (ii) for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 pm and before 5.00 am except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.
- (b) Provided that, the employee will not be required to work the full half an hour or one hour as the case may be if the work which the employer requires to be performed is completed within a shorter period.

- (c) Notwithstanding the above, where an employee is required to carry out further overtime work within the half an hour or one hour guarantee period, the half an hour or one hour minimum for the first work period will be cancelled and the employee will be paid up to the commencement of the second or subsequent work period.
- (d) Overtime worked in circumstances specified in clause 20.7 will not be regarded as overtime for the purposes of clauses 20.4 and 20.5.

20.8 Rates not cumulative

The rates prescribed in clause 20 are in substitution for and not cumulative upon the rates prescribed in clause 12—Ordinary hours of work and rostering and clause 22—Special provisions for shiftworkers.

20.9 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 20.9.
- (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 ~~subclause (iii)~~ clause 20.9(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.9 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.9 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 20.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

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- (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 20.9 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)~~ clause 20.9(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 20.9 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 20.9 will apply, including the requirement for separate written agreements under ~~paragraph (b)~~ clause 20.9(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 20.9 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 20.9.

21. ~~Penalty rates—Special provisions for~~ dayworkers

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

21.1 Day work outside the spread of hours

Where a day worker works part of the ordinary hours outside:

- (a) the spread of hours referred to in clause 12.1; or
- (b) the spread of hours as varied in accordance with clause 12.2;

the employee is entitled to an allowance of **\$5.61** for each ordinary hour worked outside the spread of hours. Where such ordinary hours are worked after the spread of hours prescribed in clause 12.1, such hours will be limited to a maximum of ~~four~~ days per week.

21.2 Saturday work

Day workers are entitled to an allowance of **\$13.44** per hour for ordinary time worked on Saturday, in addition to the ordinary hourly rate.

21.3 Sunday work

Day workers are entitled to an allowance of **\$18.83** per hour for ordinary time worked on Sunday, in addition to the ordinary hourly rate.

22. Special provisions for shiftworkers

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

22.1 For the purposes of this award:

(a) **Standard shiftwork** means shiftwork performed:

- on shifts of not more than ~~eight~~ hours; or
- on shifts of more than ~~eight~~ hours but not more than 10 hours in accordance with clause 22.2(b)(i).

(b) **Non-standard shiftwork** means any arrangement of shiftwork of up to 12 hours per day worked over a ~~seven~~ day period Monday to Sunday, other than standard shiftwork.

(c) **Afternoon shift** means any shift finishing after 6.30 pm and at or before midnight.

- (d) **Night shift** means any shift finishing after midnight and at or before 8.00 am.
- (e) **Permanent night shift** means a shift which is applicable to an employee who:
- during a period of engagement on shift, works night shift only;
 - remains on night shift for a longer period than ~~four~~4 consecutive weeks; or
 - works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the employee at least one third of the working time off night shift in each shift cycle;

22.2 Standard shiftwork

(a) Ordinary hours of work

- (i) The ordinary hours of work for standard shiftworkers are to be an average of 38 hours per week.
- (ii) The ordinary hours of work are to be worked continuously. Such hours will be worked at the discretion of the employer. Standard shiftworkers are entitled to a 20 minute meal break on each shift which will be counted as time worked.

(b) Flexibility in relation to standard shiftwork

- (i) The following forms of flexibility may be implemented in respect of all employees engaged on standard shiftwork in a workplace or section/s thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section/sections. Agreement in this respect may also be reached between the employer and an individual employee:
- the shift definitions in clause 22.1(a) may be altered by up to one hour at either end of the span of hours referred to in the definition;
 - in excess of ~~eight~~8 hours and up to 10 hours of ordinary time may be worked per shift.
- (ii) Where an agreement is reached by the majority of employees it will apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of an individual agreement.
- (iii) Where agreement is reached in accordance with ~~this~~-clause_22.1(b), the agreement must be recorded in the time and wages records.

(c) Afternoon and night shift allowances

The following allowances apply to standard shiftworkers (as defined). An employee is entitled to an allowance of:

- (i) **\$3.33** per hour for time worked on an afternoon shift;
- (ii) **\$3.99** per hour for time worked on a night shift, except as provided for in clause 22.2(c)(iii); and
- (iii) **\$4.77** per hour for time worked on permanent night shift, instead of the allowance prescribed in clause 22.2(c)(ii).

(d) Rate for Saturday and Sunday shifts

The minimum rate to be paid to a standard shiftworker for work performed:

- (i) between midnight on Friday and midnight on Saturday will be **150%** of the ordinary hourly rate for the first ~~four~~ hours and **200%** of the ordinary hourly rate thereafter.
- (ii) between midnight on Saturday and midnight on Sunday will be **200%** of the ordinary hourly rate.

These extra rates are in substitution for and not cumulative upon the shift allowances prescribed in clause 22.2(c).

22.3 Non-standard shiftwork

(a) Ordinary hours of work

- (i) The ordinary hours of work for non-standard shiftworkers (as defined) are to be an average of 38 hours per week to be worked over a shift cycle which does not exceed 13 weeks in duration.
- (ii) The ordinary hours of work are to be worked continuously at the discretion of the employer.
- (iii) Non-standard shiftworkers are entitled to a 20 minute meal break on each shift which will be counted as time worked.

(b) Allowance for non-standard shiftworkers

Employees are entitled to an allowance of **\$6.81** for each ordinary hour worked on a non-standard shift (as defined). The extra rate in ~~this~~ clause 22.3(b) is in substitution for and not cumulative upon the shift premiums prescribed in clauses 22.2(c) and (d) and clause 12—Ordinary hours of work and rostering.

22.4 Daylight saving

For work performed on a shift that spans the time when daylight saving begins or ends, as prescribed by relevant state legislation, an employee must be paid according to adjusted time (i.e. the time on the clock at the beginning of the shift and the time on the clock at the end of the shift).

Part 6—Leave and Public Holidays

23. Annual leave

23.1 Annual leave is provided for in the [NES](#).

23.2 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the [Act](#), a **shiftworker** is a ~~seven~~-7 day continuous shiftworker who is regularly rostered to work on Sundays and public holidays.

23.23.3 Annual leave loading

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

- (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 14—Minimum rates. Annual leave loading payment is payable on leave accrued.
- (b) The loading is as follows:
 - (i) **Day work**

Employees who would have worked on day work only had they not been on leave—**17.5%** or the relevant weekend penalty rates, whichever is the greater but not both.
 - (ii) **Shiftwork**

Employees who would have worked on shiftwork had they not been on leave—a loading of **17.5%** or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

23.323.4 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 23.4 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.4 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 23.4, 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.

~~23.4~~23.5 Close-down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least ~~four~~4 weeks' notice.

~~23.5~~ — Definition of shiftworker

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

23.6 Country employees

- (a) Employees who are required by their employer to remain away from their usual place of residence on more than ~~two~~2 nights in any week, Monday to Sunday inclusive, for each week of the working year, will in addition to the annual leave prescribed in section 87(1)(a) of the [Act](#) receive a further ~~seven~~7 consecutive days' leave including non-working days.
- (b) Where an employee operates in country areas as prescribed in clause 23.6(a) for only part of the time the employee will receive an additional leave entitlement on the basis of an extra half day's annual leave for each ~~five~~5 weeks in any one year during which the employee is required to be away from the usual place of residence.
- (c) ~~This e~~Clause 23.6 will not apply to employees undertaking training courses.

23.7 Excessive leave accruals: general provision

NOTE: Clauses 23.7 to 23.9 contain provisions, additional to the [NES](#), 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 [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 23.2).
- (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 23.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

23.8 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 23.7(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) clause~~ 23.8(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 23.7, 23.8 or 23.9 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) clause~~ 23.8(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 23.8(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) clause~~ 23.8(d) may result in the direction ceasing to have effect. See clause 23.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

23.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 23.9(a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 23.8(a) that, when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 23.9(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 23.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 23.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 23.9(a).

23.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.10.
- (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 23.10 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 23.10 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 23.10 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.10.

NOTE 2: 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 23.10.

NOTE 3: An example of the type of agreement required by clause 23.10 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

24. Personal/carer's leave and compassionate leave

24.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

24.2 Personal/carer's leave for casual employees

- (a) Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.
- (b) Such leave is unpaid. A maximum of 48 hours' absence is allowed by right with additional absence by agreement.

25. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

26. Community service leave

Community service leave is provided for in the [NES](#).

27. Unpaid family and domestic violence leave

Clause 27 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

28. Public holidays

Clause 28 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] ([determination](#) in draft form).

28.1 Public holiday entitlements are provided for in the [NES](#).

28.2 An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

28.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

~~28.3~~**28.4** Work on a public holiday or a substituted day must be paid at **250%** of the ordinary hourly rate. Where both a public holiday and substitute day are worked, public holiday penalties are payable on the holiday and the employee is entitled to not less than ~~four~~**4** hours’ pay at penalty rates provided the employee is available to work for ~~four~~**4** hours.

~~28.4~~**28.5** Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

29.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

29.2 For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

29.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).

29.5 In clause 29 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

30.1 Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

- 30.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 30.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 30.4** The employer must consider any views given under clause 30.3(b).
- 30.5** Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

- 31.1** Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 31.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.
- 31.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.

- 31.8** While procedures are being followed under clause 31 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

32.1 Notice of termination by an employee

- (a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(d).
- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

Clause 33 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706927](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

Schedule A—Classifications, Skill Levels and Definitions

A.1 Technical services stream

A.1.1 Level 1 Technical Employee

(a) Classification requirements

An employee at this level must be capable of performing:

- routine mechanical/electro-mechanical/electronic assembly;
- is responsible for the quality assurance of the employee's own work;
- works under direct supervision either individually or in a team environment;
- exercises discretion within the employee's level and training;
- is able to follow specific verbal/written instructions relating to assembly assignments;
- is able to measure accurately;
- is able to inspect products and/or materials for conformity with established operational standards; and
- operates all lifting equipment incidental to the employee's work.

(b) Duties

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- basic soldering or butt and spot welding; and
- may be directed to perform other duties consistent with training and skill levels required for this position.

A.1.2 Level 2 Technical Employee

(a) Classification requirements

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 1 Technical Employee, and:

- is responsible for the quality assurance of the employee's own work;
- works under routine supervision either individually or in a team environment;
- exercises discretion within the employee's level of skills and training;

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- follows specific verbal/written instructions relating to repair assignments; and
- is able to maintain records or reports in accordance with company procedures.

(b) Duties

- receiving, dispatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components other than repetitive packing in a standard container or containers in which goods are ordinarily packed;
- basic inventory control in the context of a production process;
- operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winches;
- routine maintenance of mechanical, electro-mechanical, or electronic business equipment; and
- may be directed to perform other duties consistent with training and skill levels required for this position.

A.1.3 Level 3 Technician

(a) Classification requirements

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 2 Technical Employee, and:

- is able to perform basic technical duties in accordance with company procedures;
- is responsible for the quality assurance of the employee's own work;
- works under routine supervision either individually or in a team environment;
- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises limited discretion within the scope of this grade;
- performs non-technical tasks incidental to the employee's work;
- is able to inspect products and/or materials for conformity with established operational standards;
- is able to apply a logical approach to solving technical problems;
- is able to maintain reports or records in accordance with company procedures;

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- is able to effectively communicate and to work with other technicians, technical employees and customers in technical service situations;
- is able to work independently at a customer site as assigned; and
- is able to perform technical duties in accordance with company procedures on basic equipment.

(b) Duties

- applies routine diagnostic procedures;
- performs option checkout to ensure proper equipment performance to meet company standards and customer expectations;
- resolves routine malfunctions where cause and correction are readily identifiable;
- performs preventative maintenance and repair service on demand and/or to agreed schedules;
- renders technical support in conformity with the manufacturer's/company procedures and specifications;
- assists other employees by skill sharing and the provision of advice and assistance;
- reviews the performance of equipment being serviced;
- runs routine diagnostics on printed circuit boards; and
- may be directed to perform other duties consistent with the training and skill levels required for this position.

A.1.4 Level 4 Technician

(a) Classification requirements

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 3 Technician, and:

- performs technical service, support and installation of equipment;
- services and installs networks and maintains communication facilities;
- performs non technical tasks incidental to the employee's work;
- is able to work under routine supervision either individually or in a team environment;
- is able to work independently at customer site as assigned;
- demonstrates and applies greater knowledge of the company's product;
- sufficient for diagnosis of complicated hardware production faults;

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- is able to exercise limited discretion in deviating from standard practice to solve problems within area of experience;
- is able to apply logical, methodical, analytical approach to isolate and solve complicated hardware problems; and
- is able to effectively communicate and to work with other technicians, technical employees, managers and customers in technical support situations.

(b) Duties

- installation or relocation of hardware;
- assists in the provision of on-the-job training;
- assists in the analysis and preparation of component failure impact plans; and
- may be directed to perform other duties consistent with training and skills levels required for this position.

A.1.5 Level 5 Technician

(a) Classification requirements

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 4 Technician, and:

- applies specialised technical knowledge to problem solve difficult or complex situations;
- is able to exercise broad discretion in defining and solving technical problems where alternative choices may be applicable within standard practice;
- is able to perform varied technical duties involving the use of a wide range of alternative procedures;
- is capable of providing technical guidance and assistance as part of a work team;
- is capable of assistance in the provision of training, in conjunction with other support staff;
- is able to work under general supervision either individually or in a team environment;
- is able to use system level diagnostics to isolate and correct problems; and
- is able to apply verbal and written communication skills.

(b) Duties

- handles more complex/critical equipment;
- operates diagnostic systems to debug and isolate problems; and
- may be directed to perform other duties consistent with training and skills levels required for this position.

A.1.6 Level 6 Technician

(a) Classification requirements

An employee at this level must be capable of performing work above, beyond and including the requirements of a Level 5 Technician and consistent with this award:

- demonstrates an ability to respond to issues such as complex, unusual, intermittent or undefined malfunctions;
- researches problems and recommends solutions;
- maintains contact with problem situations and assists until a satisfactory resolution is achieved;
- summarises problem resolution and follow-up requirements for management and communicates final status to local management prior to leaving site;
- demonstrates an ability to review background of problems and performs on-site technical activities;
- conducts technical product performance improvement projects;
- identifies procedures to improve service support delivery;
- exercises broad discretion in defining and solving technical problems which may require the development of new alternative approaches;
- applies logical, methodical, analytical approaches to isolate and solve complex problems;
- is able to lead a small team;
- works under limited supervision; and
- is able to handle the technical functions of all aspects of computer systems, networks and communications.

(b) Duties

- provides assistance with installation planning;
- provides guidance to customers on component failure impact and problem determination procedures;
- provides guidance to employees engaged at lower levels;

- is responsible for customer satisfaction and quality of service provided;
- provides technical direction and guidance to customers;
- handles more complicated projects; and
- may be directed to perform other duties consistent with training and skills levels required for this position.

A.2 Clerical and Administration Stream

A.2.1 Clerical and Administration Employee Level 1

(a) Role definition

An employee at this level:

- works under direct supervision with regular checking of progress;
- applies knowledge and skills to a limited range of tasks; and
- performs work within established routines, methods and procedures that are predictable and which require the exercise of limited discretion.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- prepare for work;
- complete daily work activities;
- apply basic communication skills;
- plan skills development;
- use business equipment;
- follow workplace safety procedures;
- operate a personal computer;
- develop keyboard skills; and
- follow environmental work practices.

(c) Qualifications

An employee who holds a Certificate I in Business or equivalent would be classified at this level when employed to perform the functions in the Role definition and taking into account the Indicative tasks.

A.2.2 Clerical and Administration Employee Level 2

(a) Role definition

An employee at this level:

- works under routine supervision with intermittent checking;
- applies knowledge and skills to a range of tasks; and
- usually performs work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- work effectively in a business environment;
- organise and complete daily work activities;
- communicate in the workplace;
- work effectively with others;
- use business technology;
- process and maintain workplace information;
- prepare and process financial/business documents;
- deliver a service to customers;
- provide information to clients;
- implement improved work practices;
- participate in workplace safety procedures;
- handle mail;
- produce simple word-processed documents;
- create and use simple spreadsheets; and
- participate in environmental work practices.

(c) Qualifications

An employee who holds a Certificate II in Business or equivalent would be classified at this level when employed to perform the functions in the Role definition and taking into account the Indicative tasks.

A.2.3 Clerical and Administration Employee Level 3

(a) **Role definition**

An employee at this level:

- works under limited supervision with checking related to overall progress;
- may be responsible for the work of others and may be required to co-ordinate such work;
- applies knowledge with depth in some areas and a broad range of skills; and
- performs work within routines, methods and procedures where some discretion and judgment is required.

(b) **Indicative tasks**

The following tasks are indicative of those performed by an employee at this level:

- exercise initiative in a business environment;
- organise personal work priorities and development;
- contribute to effective workplace relationships;
- contribute to personal skill development and learning;
- organise workplace information;
- produce business documents;
- maintain business resources;
- maintain financial records;
- recommend products and services;
- deliver and monitor a service to customers;
- maintain workplace safety;
- support innovation and change;
- maintain environmental procedures;
- produce texts from shorthand notes;
- produce texts from notes;
- produce texts from audio transcription;
- design and develop text documents;
- create and use databases;
- create electronic presentations;

- organise schedules;
- process payroll;
- process accounts payable and receivable;
- maintain a general ledger;
- support leadership in the workplace;
- participate in work teams;
- support operational plans;
- provide workplace information and resourcing plans;
- support continuous improvement systems and processes;
- deliver and monitor a service to customers; and
- support a workplace learning environment.

(c) Qualifications

An employee who holds a Certificate III in Business or equivalent would be classified at this level when employed to perform the functions in the Role definition and taking into account the Indicative tasks.

A.2.4 Clerical and Administration Employee Level 4

(a) Role definition

An employee at this level:

- works without supervision, with general guidance on progress and outcomes sought;
- may be responsible for the organisation of the work of others;
- applies knowledge with depth in some areas and a broad range of skills;
- performs a wide range of tasks, and the range and choice of actions required will usually be complex; and
- performs work within routines, methods and procedures where discretion and judgment is required for both self and others.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- develop work priorities;
- establish business networks;
- develop teams and individuals;

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- analyse and present research information;
- maintain business technology;
- co-ordinate business resources;
- report on financial activity;
- promote products and services;
- co-ordinate implementation of customer service strategies;
- monitor a safe workplace;
- promote innovation and change;
- implement and monitor environmental policies;
- show leadership in the workplace;
- manage effective workplace relationships;
- lead work teams;
- implement operational plans;
- implement workplace information systems;
- implement continuous improvement;
- develop teams and individuals;
- produce complex texts from shorthand notes;
- produce complex business documents;
- develop and use complex databases;
- develop and use complex spreadsheets;
- organise meetings;
- organise business travel;
- administer projects; and
- prepare financial reports.

(c) Qualifications

An employee who holds a Certificate IV in Business or equivalent would be classified at this level when employed to perform the functions in the Role definition and taking into account the Indicative tasks.

A.2.5 Clerical and Administration Employee Level 5

(a) Role definition

An employee at this level:

- may be responsible for the planning and management of the work of others;
- applies knowledge with substantial depth in some areas and a range of skills which may be varied or highly specific;
- applies knowledge and skills independently and non-routinely; and
- exercises considerable judgment and initiative.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- manage personal work priorities and professional development;
- provide leadership in the workplace;
- establish effective workplace relationships;
- facilitate work teams;
- manage operational plans;
- manage workplace information systems;
- manage quality customer service;
- ensure a safe workplace;
- promote continuous improvement;
- facilitate and capitalise on change and innovation;
- develop a workplace learning environment;
- manage the establishment and maintenance of a workgroup network;
- manage meetings;
- plan or review administration systems;
- manage payroll; and
- manage business document design and development.

(c) Qualifications

An employee who holds a Diploma which is recognised within the Business Services Training Package or equivalent would be classified at this level when employed to perform the functions in the Role definition and taking into account the Indicative tasks.

A.2.6 Interpretation

The indicative tasks set out in Schedule A.2 are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB2001). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

A.3 Commercial Travellers Stream

A.3.1 Trainee Salesperson means an employee engaged as a trainee in accordance with [clause](#) 14.6 and who has not been assigned a sales quota and who is undertaking training as a Salesperson.

A.3.2 Salesperson means an employee who has undertaken an appropriate course of training and who has been assigned a sales quota for the sale of, and/or the soliciting of orders for business equipment and operating supplies therefore within one of the undermentioned levels:

- (a) **Salesperson Level 1** means a salesperson who has been assigned a quota for the sale of all other forms of business equipment and operating supplies therefore which have not been referred to elsewhere in ~~this~~ [clause](#) A.3.
- (b) **Salesperson Level 2** means a salesperson who, without limiting the generality of the undermentioned types of business equipment has been assigned a quota and is engaged predominantly in the sale of the following electronic business equipment:
 - accounting machines;
 - billing (and/or invoicing) machines;
 - data transceiving equipment;
 - magnetic tape encoders and storage equipment;
 - units of peripheral equipment and/or terminal equipment capable of on-line connection to, but excluding, the central processing unit (CPU); and
 - visible record computers.
- (c) **Salesperson Level 3** means a salesperson who has been assigned a quota predominantly for the sale of business equipment specifically designated as a digital computer and not referred to elsewhere in ~~this~~ [clause](#) A.3.

Schedule B—Summary of Hourly Rates of Pay

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

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

B.1 Ordinary hourly rate

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

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 14.2. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Full-time and part-time adult employees other than shiftworkers

B.2.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates

Classification	Ordinary hours	Public holiday	Outside spread of hours ¹	Saturday	Sunday
% of ordinary hourly rate³					
	100%	250%	100%+ \$5.61 ²	100% +\$13.44 ²	100% +\$18.83 ²
	\$	\$	\$	\$	\$
Technical stream					
Technical employee					
Level 1	20.03	50.08	25.64	33.47	38.86
Level 2	20.81	52.03	26.42	34.25	39.64
Technician					
Level 3	21.53	53.83	27.14	34.97	40.36
Level 4	22.70	56.75	28.31	36.14	41.53
Level 5	24.10	60.25	29.71	37.54	42.93
Level 6	25.44	63.60	31.05	38.88	44.27
Clerical and Administration stream					
Level 1	20.82	52.05	26.43	34.26	39.65
Level 2	21.54	53.85	27.15	34.98	40.37
Level 3	22.70	56.75	28.31	36.14	41.53

Commented [FWC1]: Weekly rate ÷ 38 in cl 9.1.
Rates in table do not include the all-purpose allowance in cl 17.2(b).

Commented [FWC2]: Minimum hourly rate + relevant percentage in cl 28.3.

Commented [FWC3]: Minimum hourly rate + 24.7% of standard rate in cl 21.1.

Commented [FWC4]: Minimum hourly rate + 59.2% of standard rate in cl 21.2.

Commented [FWC5]: Minimum hourly rate + 82.95% of standard rate in cl 21.3.

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Classification	Ordinary hours	Public holiday	Outside spread of hours ¹	Saturday	Sunday
	% of ordinary hourly rate³				
	100%	250%	100%+ \$5.61²	100% +\$13.44²	100% +\$18.83²
	\$	\$	\$	\$	\$
Level 4	24.76	61.90	30.37	38.20	43.59
Level 5	26.56	66.40	32.17	40.00	45.39
Commercial Travellers stream					
Salesperson Level 1	22.11	55.28	27.72	35.55	40.94
Salesperson Level 2	24.26	60.65	29.87	37.70	43.09
Salesperson Level 3	28.07	70.18	33.68	41.51	46.90

Commented [FWC1]: Weekly rate ÷ 38 in cl 9.1.

Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC2]: Minimum hourly rate + relevant percentage in cl 28.3.

Commented [FWC3]: Minimum hourly rate + 24.7% of standard rate in cl 21.1.

Commented [FWC4]: Minimum hourly rate + 59.2% of standard rate in cl 21.2.

Commented [FWC5]: Minimum hourly rate + 82.95% of standard rate in cl 21.3.

¹ Between the hours of 6.30 pm and 6.30 am, Monday to Friday. The spread of hours is defined in clause 12.1.

² These amounts are treated as allowances as per clause 21.1

³ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.2 Full-time and part-time employees other than shiftworkers—overtime rates

Classification	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Technical stream				
Technical employee				
Level 1	30.05	40.06	40.06	50.08
Level 2	31.22	41.62	41.62	52.03
Technician				
Level 3	32.30	43.06	43.06	53.83
Level 4	34.05	45.40	45.40	56.75
Level 5	36.15	48.20	48.20	60.25
Level 6	38.16	50.88	50.88	63.60
Clerical and Administration stream				
Level 1	31.23	41.64	41.64	52.05
Level 2	32.31	43.08	43.08	53.85
Level 3	34.05	45.40	45.40	56.75

Commented [FWC6]: Weekly rate ÷ 38 in cl 9.1.

Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC7]: Minimum hourly rate + relevant percentage in cl 20.1.

Commented [FWC8]: Minimum hourly rate + relevant percentage in cl 20.3(a).

Commented [FWC9]: Minimum hourly rate + relevant percentage in cl 28.3.

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Classification	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 4	37.14	49.52	49.52	61.90
Level 5	39.84	53.12	53.12	66.40
Commercial Travellers stream				
Salesperson Level 1	33.17	44.22	44.22	55.28
Salesperson Level 2	36.39	48.52	48.52	60.65
Salesperson Level 3	42.11	56.14	56.14	70.18

Commented [FWC6]: Weekly rate ÷ 38 in cl 9.1.
Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC7]: Minimum hourly rate + relevant percentage in cl 20.1.

Commented [FWC8]: Minimum hourly rate + relevant percentage in cl 20.3(a).

Commented [FWC9]: Minimum hourly rate + relevant percentage in cl 28.3.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3 Full-time and part-time adult employees—shiftworkers

B.3.1 Full-time and part-time shiftworkers—ordinary and penalty rates

Classification	Day	Afternoon	Night	Permanent night	Non standard
	100%	100% + \$3.33¹	100% + \$3.99¹	100% + \$4.77¹	100% + \$6.81¹
	\$	\$	\$	\$	\$
Technical stream					
Technical employee					
Level 1	20.03	23.36	24.02	24.80	26.84
Level 2	20.81	24.14	24.80	25.58	27.62
Technician					
Level 3	21.53	24.86	25.52	26.30	28.34
Level 4	22.70	26.03	26.69	27.47	29.51
Level 5	24.10	27.43	28.09	28.87	30.91
Level 6	25.44	28.77	29.43	30.21	32.25
Clerical and Administration stream					
Level 1	20.82	24.15	24.81	25.59	27.63
Level 2	21.54	24.87	25.53	26.31	28.35
Level 3	22.70	26.03	26.69	27.47	29.51

Commented [FWC10]: Weekly rate ÷ 38 in cl 9.1.
Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC11]: Minimum hourly rate + relevant percentage of standard rate (14.68%, 17.59%, 21% or 30%) in cl 22.2(c) and cl 22.3(b).

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Classification	Day	Afternoon	Night	Permanent night	Non standard
	% of ordinary hourly rate ²				
	100%	100% + \$3.33 ¹	100% + \$3.99 ¹	100% + \$4.77 ¹	100% + \$6.81 ¹
	\$	\$	\$	\$	\$
Level 4	24.76	28.09	28.75	29.53	31.57
Level 5	26.56	29.89	30.55	31.33	33.37
Commercial Travellers stream					
Salesperson Level 1	22.11	25.44	26.10	26.88	28.92
Salesperson Level 2	24.26	27.59	28.25	29.03	31.07
Salesperson Level 3	28.07	31.40	32.06	32.84	34.88

Commented [FWC10]: Weekly rate ÷ 38 in cl 9.1.

Rates in table do not include the all-purpose allowance in cl 17.2(b).

Commented [FWC11]: Minimum hourly rate + relevant percentage of standard rate (14.68%, 17.59%, 21% or 30%) in cl 22.2(c) and cl 22.3(b).

¹ These amounts are treated as allowances as per clause 22—Special provisions for shiftworkers

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.2 Full-time and part-time shiftworkers—overtime rates

Classification	Monday to Sunday		Sunday ¹	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Technical stream				
Technical employee				
Level 1	30.05	40.06	40.06	50.08
Level 2	31.22	41.62	41.62	52.03
Technician				
Level 3	32.30	43.06	43.06	53.83
Level 4	34.05	45.40	45.40	56.75
Level 5	36.15	48.20	48.20	60.25
Level 6	38.16	50.88	50.88	63.60
Clerical and Administration stream				
Level 1	31.23	41.64	41.64	52.05
Level 2	32.31	43.08	43.08	53.85
Level 3	34.05	45.40	45.40	56.75
Level 4	37.14	49.52	49.52	61.90
Level 5	39.84	53.12	53.12	66.40

Commented [FWC12]: Weekly rate ÷ 38 in cl 9.1.

Rates in table do not include the all-purpose allowance in cl 17.2(b).

Commented [FWC13]: Minimum hourly rate + relevant percentage in cl 20.1.

Commented [FWC14]: Minimum hourly rate + relevant percentage in cl 20.3(a).

Commented [FWC15]: Minimum hourly rate + relevant percentage in cl 28.3.

Classification	Monday to Sunday		Sunday ¹	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate ²			
	150%	200%	200%	250%
	\$	\$	\$	\$
Commercial Travellers stream				
Salesperson Level 1	33.17	44.22	44.22	55.28
Salesperson Level 2	36.39	48.52	48.52	60.65
Salesperson Level 3	42.11	56.14	56.14	70.18

Commented [FWC12]: Weekly rate ÷ 38 in cl 9.1.

Rates in table do not include the all-purpose allowance in cl 17.2(b).

Commented [FWC13]: Minimum hourly rate + relevant percentage in cl 20.1.

Commented [FWC14]: Minimum hourly rate + relevant percentage in cl 20.3(a).

Commented [FWC15]: Minimum hourly rate + relevant percentage in cl 28.3.

¹ An employee required to work on a Sunday that is a day off under clause 20.3(b)

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4 Casual adult employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.”

B.4.1 Casual adult employees— other than shiftworkers—ordinary and penalty rates

Classification	Ordinary hours	Public holiday	Outside spread of hours ¹	Saturday	Sunday
	% of ordinary hourly rate ³				
	124%	274%	124%+ \$5.61 ²	124% +\$13.44 ²	124% +\$18.83 ²
	\$	\$	\$	\$	\$
Technical stream					
Technical employee					
Level 1	24.84	54.88	30.45	38.28	43.67
Level 2	25.80	57.02	31.41	39.24	44.63
Technician					
Level 3	26.70	58.99	32.31	40.14	45.53
Level 4	28.15	62.20	33.76	41.59	46.98
Level 5	29.88	66.03	35.49	43.32	48.71
Level 6	31.55	69.71	37.16	44.99	50.38

Commented [FWC16]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table do not include the all-purpose allowance in cl 17.2(b).

Commented [FWC17]: Minimum hourly rate + (relevant percentage in cl 28.3 + 24% casual loading).

Commented [FWC18]: Minimum hourly rate + (24.7% of standard rate in cl 21.1 + 24% casual loading).

Commented [FWC19]: Minimum hourly rate + (59.2% of standard rate in cl 21.2 + 24% casual loading).

Commented [FWC20]: Minimum hourly rate + (82.95% of standard rate in cl 21.3 + 24% casual loading).

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Classification	Ordinary hours	Public holiday	Outside spread of hours ¹	Saturday	Sunday
	% of ordinary hourly rate³				
	124%	274%	124%+ \$5.61²	124% +\$13.44²	124% +\$18.83²
	\$	\$	\$	\$	\$
Clerical and Administration stream					
Level 1	25.82	57.05	31.43	39.26	44.65
Level 2	26.71	59.02	32.32	40.15	45.54
Level 3	28.15	62.20	33.76	41.59	46.98
Level 4	30.70	67.84	36.31	44.14	49.53
Level 5	32.93	72.77	38.54	46.37	51.76
Commercial Travellers stream					
Salesperson Level 1	27.42	60.58	33.03	40.86	46.25
Salesperson Level 2	30.08	66.47	35.69	43.52	48.91
Salesperson Level 3	34.81	76.91	40.42	48.25	53.64

Commented [FWC16]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table do not include the all-purpose allowance in cl 17.2(b).

Commented [FWC17]: Minimum hourly rate + (relevant percentage in cl 28.3 + 24% casual loading).

Commented [FWC18]: Minimum hourly rate + (24.7% of standard rate in cl 21.1 + 24% casual loading).

Commented [FWC19]: Minimum hourly rate + (59.2% of standard rate in cl 21.2 + 24% casual loading).

Commented [FWC20]: Minimum hourly rate + (82.95% of standard rate in cl 21.3 + 24% casual loading).

¹ Between the hours of 6.30 pm and 6.30 am, Monday to Friday. The spread of hours is defined in clause 12.1.

² These amounts are treated as allowances as per clause 21.1

³ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.2 Casual adult employees— other than shiftworkers—overtime rates

Classification	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate¹			
	174%	224%	224%	274%
	\$	\$	\$	\$
Technical stream				
Technical employee				
Level 1	34.85	44.87	44.87	54.88
Level 2	36.21	46.61	46.61	57.02
Technician				
Level 3	37.46	48.23	48.23	58.99
Level 4	39.50	50.85	50.85	62.20

Commented [FWC21]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table do not include the all-purpose allowance in cl 17.2(b).

Commented [FWC22]: Minimum hourly rate + (relevant percentage in cl 20.1 + 24% casual loading).

Commented [FWC23]: Minimum hourly rate + (relevant percentage in cl 20.3(a) + 24% casual loading).

Commented [FWC24]: Minimum hourly rate + (relevant percentage in cl 28.3 + 24% casual loading).

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Classification	Monday to Saturday		Sunday	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate¹			
	174%	224%	224%	274%
	\$	\$	\$	\$
Level 5	41.93	53.98	53.98	66.03
Level 6	44.27	56.99	56.99	69.71
Clerical and Administration stream				
Level 1	36.23	46.64	46.64	57.05
Level 2	37.48	48.25	48.25	59.02
Level 3	39.50	50.85	50.85	62.20
Level 4	43.08	55.46	55.46	67.84
Level 5	46.21	59.49	59.49	72.77
Commercial Travellers stream				
Salesperson Level 1	38.47	49.53	49.53	60.58
Salesperson Level 2	42.21	54.34	54.34	66.47
Salesperson Level 3	48.84	62.88	62.88	76.91

Commented [FWC21]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC22]: Minimum hourly rate + (relevant percentage in cl 20.1 + 24% casual loading).

Commented [FWC23]: Minimum hourly rate + (relevant percentage in cl 20.3(a) + 24% casual loading).

Commented [FWC24]: Minimum hourly rate + (relevant percentage in cl 28.3 + 24% casual loading).

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5 Casual employees—shiftworkers

B.5.1 Casual shiftworkers—ordinary and penalty rates

Classification	Day	Afternoon	Night	Permanent night	Non standard
	% of ordinary hourly rate²				
	124%	124% + \$3.33¹	124% + \$3.99¹	124% + \$4.77¹	124% + \$6.81¹
	\$	\$	\$	\$	\$
Technical stream					
Technical employee					
Level 1	24.84	28.17	28.83	29.61	31.65
Level 2	25.80	29.13	29.79	30.57	32.61
Technician					
Level 3	26.70	30.03	30.69	31.47	33.51
Level 4	28.15	31.48	32.14	32.92	34.96

Commented [FWC25]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC26]: (Minimum hourly rate + 24% casual loading) + relevant percentage of standard rate (14.68%, 17.59%, 21% or 30%) in cl 22.2(c) and cl 22.3(b).

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Classification	Day	Afternoon	Night	Permanent night	Non standard
	% of ordinary hourly rate²				
	124%	124% + \$3.33¹	124% + \$3.99¹	124% + \$4.77¹	124% + \$6.81¹
	\$	\$	\$	\$	\$
Level 5	29.88	33.21	33.87	34.65	36.69
Level 6	31.55	34.88	35.54	36.32	38.36
Clerical and Administration stream					
Level 1	25.82	29.15	29.81	30.59	32.63
Level 2	26.71	30.04	30.70	31.48	33.52
Level 3	28.15	31.48	32.14	32.92	34.96
Level 4	30.70	34.03	34.69	35.47	37.51
Level 5	32.93	36.26	36.92	37.70	39.74
Commercial Travellers stream					
Salesperson Level 1	27.42	30.75	31.41	32.19	34.23
Salesperson Level 2	30.08	33.41	34.07	34.85	36.89
Salesperson Level 3	34.81	38.14	38.80	39.58	41.62

Commented [FWC25]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC26]: (Minimum hourly rate + 24% casual loading) + relevant percentage of standard rate (14.68%, 17.59%, 21% or 30%) in cl 22.2(c) and cl 22.3(b).

¹ These amounts are treated as allowances as per clause 22—Special provisions for shiftworkers

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.2 Casual Full-time and part-time shiftworkers—overtime rates

Classification	Monday to Sunday		Sunday ¹	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate²			
	174%	224%	224%	274%
	\$	\$	\$	\$
Technical stream				
Technical employee				
Level 1	34.85	44.87	44.87	54.88
Level 2	36.21	46.61	46.61	57.02
Technician				
Level 3	37.46	48.23	48.23	58.99
Level 4	39.50	50.85	50.85	62.20
Level 5	41.93	53.98	53.98	66.03

Commented [FWC27]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC28]: Minimum hourly rate + (24% casual loading + relevant percentage in cl 20.1).

Commented [FWC29]: Minimum hourly rate + (24% casual loading + relevant percentage in cl 20.3(a)).

Commented [FWC30]: Minimum hourly rate + (24% casual loading + relevant percentage in cl 28.3).

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Classification	Monday to Sunday		Sunday ¹	Public holiday
	first 3 hours	after 3 hours		
	% of ordinary hourly rate²			
	174%	224%	224%	274%
	\$	\$	\$	\$
Level 6	44.27	56.99	56.99	69.71
Clerical and Administration stream				
Level 1	36.23	46.64	46.64	57.05
Level 2	37.48	48.25	48.25	59.02
Level 3	39.50	50.85	50.85	62.20
Level 4	43.08	55.46	55.46	67.84
Level 5	46.21	59.49	59.49	72.77
Commercial Travellers stream				
Salesperson Level 1	38.47	49.53	49.53	60.58
Salesperson Level 2	42.21	54.34	54.34	66.47
Salesperson Level 3	48.84	62.88	62.88	76.91

Commented [FWC27]: Weekly rate ÷ 38 in cl 9.1 + 24% casual loading in cl 11.3(a)(i).

Rates in table **do not** include the all-purpose allowance in cl 17.2(b).

Commented [FWC28]: Minimum hourly rate + (24% casual loading + relevant percentage in cl 20.1.).

Commented [FWC29]: Minimum hourly rate + (24% casual loading + relevant percentage in cl 20.3(a)).

Commented [FWC30]: Minimum hourly rate + (24% casual loading + relevant percentage in cl 28.3).

¹ An employee required to work on a Sunday that is a day off under clause 20.3(b)

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

Schedule C—Summary of Monetary Allowances

Monetary amounts in this schedule adjusted as a result of AWR 2019 – changes not tracked.

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

C.1 Wage-related allowances (weekly standard rate)

The wage-related allowances in this award are based on the standard rate as defined in Schedule H clause 2—Definitions as the minimum weekly rate for a Level 4 Technician in clause 14.2(a)(i) = **\$862.50**.

Allowance	Clause	% of <u>standard rate</u> \$837.40	\$ per week	<u>Payable</u>
Technical and Clerical streams				
Leading hand in charge of:	17.2(b)			
2 to 5 employees ¹		3.21	27.69	<u>per week</u>
6 to 10 employees ¹		4.75	40.97	<u>per week</u>
More than 10 employees ¹		6.20	53.48	<u>per week</u>
First aid allowance	17.2(c)	2.35	20.27	<u>per week</u>
Representation allowance	17.2(d)	2.18	18.80	<u>per week</u>
Service centre allowance	17.2(e)	6.08	52.44	<u>per week</u>

¹ This allowance applies for all purposes of this award

C.2 Wage-related allowances (hourly standard rate)

The wage related penalty rates in clauses 21—Special provisions for dayworkers and 22—Special provisions for shiftworkers of this award are based on the standard hourly rate which has been calculated as the minimum weekly rate for a Level 4 Technician in clause 14.2(a)(i), divided by 38 = **\$22.70**.

Allowance	Clause	% of <u>standard rate</u> \$22.04	\$ per hour	<u>Payable</u>
Overtime stand-by allowance	20.5(a)	59.42	13.49	<u>per hour</u>
Day work outside the spread of hours	21.1	24.70	5.61	<u>per hour</u>
Working ordinary hours on Saturday	21.2	59.20	13.44	<u>per hour</u>
Working ordinary hours on Sunday	21.3	82.95	18.83	<u>per hour</u>
Afternoon shift allowance	22.2(c)(i)	14.68	3.33	<u>per hour</u>
Night shift allowance	22.2(c)(ii)	17.59	3.99	<u>per hour</u>

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Allowance	Clause	% of <u>standard rate</u> \$22.04	\$ per- hour	<u>Payable</u>
Permanent night shift allowance	22.2(c)(iii)	21.00	4.77	<u>per hour</u>
Non-standard shift work allowance	22.3(b)	30.00	6.81	<u>per hour</u>

C.2.1 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.3 Expense-related allowances

C.3.1 The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	<u>Payable</u>
Technical and Clerical streams			
Motor vehicle allowance:			
Using own vehicle	17.3(b)(i)	621.14	<u>per month</u>
Using own vehicle—country territory	17.3(b)(i)	719.22	<u>per month</u>
Using own vehicle—additional amount	17.3(b)(ii)	0.34	<u>per km</u>
Using own vehicle—casual basis	17.3(b)(vi)	0.78	<u>per km</u>
Meal allowance for overtime rest breaks	17.3(c)(i)	14.69	<u>per rest break</u>
Area allowance:			
Mt Isa, Queensland		72.54	<u>per week</u>
Broken Hill, New South Wales		36.38	<u>per week</u>
That area of Western Australia, north of a line running East from Carrot Bay to the Northern Territory border		25.58	<u>per week</u>
That area of Western Australia situated between latitude 24 degrees and a line running East from Carrot Bay to the Northern Territory border		21.98	<u>per week</u>
That area within a line commencing on the coast at latitude 24 degrees, then east to the Northern Territory border, then south to the coast, then along the coast to a longitude of 123 degrees, north to the intersection of latitude 26 degrees, then west along latitude 26 degrees		9.91	<u>per week</u>

Allowance	Clause	\$	Payable
Living away from home allowance	17.3(e)(i)	70.43	per day
Travel time—living away from home— further meal allowance	17.3(e)(ii)	12.82	per evening meal

C.3.2 Adjustment of expense-related allowances

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Living away from home and Area allowances	Domestic holiday travel and accommodation sub-group
Motor vehicle allowance	Private motoring sub-group

Schedule D—Supported Wage System

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than \$87 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 SWS 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 SWS.

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~~4 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 \$87 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—Agreement for Time Off Instead of Payment for Overtime

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Part-day Public Holidays

Schedule H amended in accordance with [\[2019\] FWCFB 5145](#) at [52] ([determination](#) in draft form).

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) 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 7.00pm 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 7.00pm 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 7.00pm 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 7.00pm 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 H.2(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) 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 7.00pm and midnight.
 - (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- H.3** ~~An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.~~

H.4 This schedule is not intended to detract from or supplement the [NES](#).

DRAFT