

**The Graphic Arts, Printing and Publishing Award—Exposure Draft was last published on 2 September 2019. Subsequent amendments to the draft are as follows:**

<b>Publication date</b>	<b>Reason for amendments</b>	<b>Clauses affected</b>
2 September 2019	<a href="#">Exposure Draft</a>	
29 January 2020	<a href="#">Exposure Draft</a>	
8 May 2020	<a href="#">[2019] FWCFB 8569</a> at [7] – [8]	Award Title, 1.1, 2.1, 22
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	<a href="#">[2019] FWCFB 5409</a> at [6]	11.5(f), 13.8(f)
	<a href="#">[2020] FWCFB 1837, PR718141</a>	Schedule X
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## **EXPOSURE DRAFT**

### **Graphic Arts, Printing and Publishing Award ~~2020XX~~**

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Graphic Arts, Printing and Publishing Award 2010** (the Graphic Arts award) as at 8 December 2014 and incorporates award updates up to 8 April 2020. This exposure draft does not seek to amend any entitlements under the Graphic Arts 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 [AM2014/203](#). 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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## Part 1—Application and Operation of this Award

### 1. Title and commencement

Clause 1.1 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8]

- 1.1** This award is the *Graphic Arts, Printing and Publishing Award 20~~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.

### 2. Definitions

#### 2.1 Definitions and interpretation

Clause 2.1 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8]

Administrative change to definition of ‘graphic arts, printing, publishing and associated industries and occupations’ made by Modern Awards team

In this award, unless the contrary intention appears:

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

**adult** means:

- an employee 21 years of age or over, other than an apprentice who has not completed their period of apprenticeship; or
- an employee who has completed their apprenticeship but is under 21 years of age; or
- a non-apprenticed junior under 21 years of age who is employed as a Keyboard operator/assembler.

**adult apprentice** means a person 21 years of age or over at the time of entering into an indenture of apprenticeship provided for in clause 12—Apprentices.

**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.

**apprentice** where referenced in this award includes a reference to an adult apprentice unless provided for otherwise.

**AQF** means Australian Qualification Framework.

**award** means the *Graphic Arts, Printing and Publishing Award 20~~20XX~~*.

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**competency standards** means the standards contained in training packages developed under the Australian Qualifications Framework relevant to the work covered by this award.

**daily newspaper office** includes every office in which a daily newspaper is printed and/or published on more than 4 days a week.

**day's work** means work performed between the usual hours of commencing and finishing work on any day or shiftwork.

**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).

**Graphic arts, printing, publishing and associated industries and occupations** has the meaning given in clause 4.2.

**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 [Act](#).

**non-daily newspaper office** includes every office in which a newspaper is printed and/or published on fewer than 5 days in a week and includes an office where, in addition to the printing and publishing of a newspaper, commercial printing is carried on.

**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.

**ordinary hourly rate** means the hourly rate for the employee's classification prescribed by the award, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes.

**overlapping work** means work performed in a newspaper office and such work may be arranged partly in the hours prescribed for day work and partly in the hours prescribed for night work.

**overtime hourly rate** means the ordinary hourly rate for the employee's classification prescribed by the award, plus any applicable shift allowances.

**Saturday** means the time between midnight Friday and midnight Saturday.

**standard rate** means the minimum weekly or hourly rate for Level 5 in clause 17—[Minimum rates](#)~~Minimum rates~~.

**Sunday** means the time between midnight Saturday and midnight Sunday.

## 2.2 Classification definitions

**art and/or designing** (including commercial art) however described means the work of an employee employed in or in connection with designing, sketching, drawing, tracing, aerographing, keying, colouring photographs, retouching of bromides, reproducing, writing (including ticket writing) lettering, illustrating, commercial art, or in copying artwork or layouts, or in any way preparing art work or layouts manually or electronically for the use or prospective use within the industry as defined in this award.

**binder and finisher** means a tradesperson who performs the general trade skills of binding and finishing.

**despatcher** in the corrugated and solid fibreboard containers industry section means an employee in a finished goods despatch area whose duties include: receiving finished goods; assembling or collecting goods in store to satisfy orders, requisitions or schedules; checking goods before despatch for quantity type or size; and/or handing over goods to the person authorised to receive such goods (but not being the labouring aspects only of such functions). In addition they may be required to keep appropriate records. There will be at least one employee in each finished goods despatch area who is classified as a despatcher.

**fork-lift and/or grab truck** and/or similar powered vehicle operator excludes an operator of any vehicle where the operator is not required to ride on the vehicle in order to operate it.

**graphic pre-press tradesperson** means a tradesperson who performs the general trade skills of graphic pre-press.

**keyboard operator/assembler** means an employee who performs limited functions of keyboard operating and/or assembly, who is neither a Graphic pre-press tradesperson nor an Artist/Designer (including Commercial artist) and who does not perform the general trade skills of a Graphic pre-press tradesperson.

**machinist** means in the corrugated and solid fibreboard containers industry section without limiting the generality of that term, the person who, under the direction of the employer is in charge of and responsible for the safety of those under their control, the efficient operation, care and cleanliness of the equipment and its immediately surrounding areas, the behaviour of the crew (if any) and the setting up, maintenance of quality and output of the machine in accordance with the standards set by the employer.

- **assistant machinist** means in the corrugated and solid fibreboard containers industry section the person who is appointed by the employer to be second in charge of the machine and to assist the Machinist in the performance of any of the duties of the Machinist as defined but who is not responsible for taking charge of the machine unless so directed by the employer.
- **any other employee on that machine** means in the corrugated and solid fibreboard containers industry section any employee other than the Machinist or Assistant machinist who is assigned to the machine by the employer to perform work at the direction of the Machinist.

- **single facer machinist** means in the corrugated and solid fibreboard containers industry section the person in charge of a single facer either operating in line with a double backer or as a separate unit, making single faced board.

**packer and/or despatcher** means an employee engaged in the despatch of goods and whose duties include: receiving goods; assembling, packing or collecting goods to satisfy orders, requisitions or schedules; checking goods before despatch for quantity, type or size; and/or handing over goods to the person authorised to receive such goods (but not being the labouring aspects only of such functions). In addition they may be required to keep appropriate records. A packer and/or despatcher will not include an employee who merely takes goods and/or materials from a machine, table or conveyor and/or wraps those goods and/or places them in containers and/or cartons and/or other receptacles but does not despatch them.

**printer-slotter** means a machine used for printing, slotting, scoring and/or slitting and includes printing machines (not being printing attachments). A printer-slotter may have attachments for limited die cutting operations, for example, hand holes and ventilation holes.

**printing attachment** means a simple printing device incapable of printing on its own but which when attached to another machine can perform a limited printing function.

**printing machinist** means a tradesperson who performs the general trade skills of printing machining.

**storeperson** means an employee in a store whose duties include receiving and/or storing away and/or issuing goods and materials used in or in connection with the industry (not being the labouring aspects only of such functions). In addition they may be required to keep appropriate records.

### 2.3 Graphic reproduction definitions

**dot etching and retouching** means any or all of the following group of operations: aerographing; tracing; stripping; opaquing; staging; dot reducing; retouching; colour correcting negatives and/or positives, and all functions incidental to these.

**lithography and lithographic** without limiting the meaning of such words, means the lithographic processes known as photo-lithography, photo-lithographic, lithographic offset, photo offset, offset, lithography, offset printing, metalithography, metalography, planeography, chromolithography, and dry lithography.

### 2.4 Printing definitions

**flexographic printing** means a method of rotary letterpress printing which employs rubber or other types of flexible plates and rapid drying fluid inks.

**gravure printing** means a process of printing, from a recessed surface, the opposite of letterpress printing in that the design areas are recessed into the plate instead of being in relief.

**letterpress printing** means printing by direct or offset printing processes from electrotypes, stereotypes, photo-engraved blocks, type, or any other form of printing

from a relief surface and includes printing by multigraph, writer press, roneotype, or similar machines printing from type, stereos, electros, zincos, photo-engraving or the like, but does not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.

**lithographic printing** means planographic printing by direct or offset printing processes from surfaces of stone, rubber, metal, or other material on paper, tin or other material, and includes printing by Multilith, Rotaprint, or any similar type of printing machine but does not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.

**non-impact printing machines** means:

- non-impact printing machines used in or in connection with the commercial printing industry but not including non-impact printing machines used solely for photocopying or facsimile transmission;
- non-impact printing machines which employ non-impact printing technology in applying images to paper and or other surfaces and includes (either singularly or in combination) but is not limited to lasography, inkjet and inkbubble, ion deposition, thermal transfer, xerography, magnetography, cathode ray tube projection, light emitting diode, and/or liquid crystal display; and
- non-impact printing machines called electronic printing machines or laser printing machines that use one or more of the above processes. Major manufacturers of this type of equipment include, but are not limited to Canon, Hewlett Packard, Siemens, Rank-Xerox and IBM.

**screen printing** means the process of printing or reproducing through a metallic mesh screen or a screen made of silk or other material, the preparation of copy including screen art and/or designing and/or the making therefore of all classes of stencils.

**small-offset lithographic printing machines** means small-offset lithographic printing machines known by the trade names A.B. Dick, Gestelith, Hamada, MGD 22, Multilith, Romayor and Rotaprint (and any other similar kind of machine) having a sheet size the longest side of which is less than 620 millimetres (24-1/2 inches) with the shortest side not exceeding 450 millimetres (18 inches) and with the printing mechanism driven by a motor which is specified by the manufacturer as not exceeding 1.1 kilowatt power (1-1/2 horsepower). Provided that nothing herein will be construed to include the printing machines known by the trade name Davidson Dualith or letterpress printing machines of any description.

**stamping** means and includes the making of an impression or impressions upon any surface by the use of a blocking die or blocking dies and using ink, foil (whether of metal or otherwise), or any other colouring medium on the surface upon which the impression is being or has been made.

## 2.5 Production definitions

**embossing** means the making of an impression or impressions upon any surface by the use of male and female dies, whether or not ink, foil (whether of metal or



otherwise), or any other colouring medium is being or has been applied to the surface upon which the impression is being or has been made.

**graphic pre-press** means image design and development, composition and graphic reproduction and all incidental processes.

### 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 this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 4. Coverage

Clauses 4.3 and 4.5 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [150], [152]

- 4.1 This industry and occupational award covers employers throughout Australia in the graphic arts, printing, publishing and associated industries and occupations and their employees in the classifications listed in clause 17—~~Minimum rates and classification structure~~**Minimum rates and classification structure** and Schedule A—Classification Definitions to the exclusion of any other modern award.
- 4.2 **Graphic arts, printing, publishing and associated industries and occupations** means the following industries, parts of industries and occupations:
- (a) composing, reading, electrotyping, stereotyping, letterpress machining, lithographic machining, lithographing, screen printing, printing of all classes, slug-casting or type-casting machine attending and adjusting and/or repairing;
  - (b) type-founding;
  - (c) engraving, process engraving and/or photo engraving;
  - (d) commercial and/or lithographic designing, writing and/or drawing;
  - (e) publishing;
  - (f) despatching which is incidental to the industries or parts of industries covered by the award;
  - (g) book-binding, binding, paper ruling and/or paper cutting;
  - (h) paper making, paper working, calico and/or paper bag making;
  - (i) envelope making, stationery making and/or paper products working;

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- (j) embossing;
- (k) cardboard box making, carton making (including the making of any kind of boxes and/or containers of paper and/or cardboard used alone or in combination with any other material or materials);
- (l) mailing houses, including (without limiting the generality or ordinary meaning of the phrase) folding, paging, numbering, perforating, gathering, collating, inter-leaving, wrapping, sealing, addressing, mailing, despatching, stamping, inserting, security paper working, wire stapling, envelope working, direct mail systems working, addressograph work, paper products work and machine work in or in connection with enveloping, sealing, automatic/computer addressing and/or wrapping;
- (m) creation of designs, concepts or layouts used or intended to be used in the advertising or marketing of commodities or service or for other uses in or in connection with the industry of commercial and industrial art, the execution of finished art, that is, the preparation of individual components of finished art (including illustrations, borders, retouching of photographs, photographic reproportioning and lettering by hand or transfer) and the final assembly of these components (including the paste up of reproduction type, profiling illustrations, key line drawings etc.);
- (n) production of non-daily and daily newspapers, which includes any business, trade, manufacture, undertaking, calling, service, employment, handicraft or industrial occupation in the printing and any kindred industries;
- (o) commercial and industrial art within the production described in clause 4.2(n);
- (p) the composing or imposition or assembly of matter which is to be printed and the transfer of images by use of cameras or scanners or transparency duplications to obtain a relief of planographic or intaglio formation for printing; and
- (q) plastics manufacturing or any of the processes of or incidental to the manufacturing of plastics or of goods manufactured from plastics or plastics substitutes but only to the extent that the manufacturing or processes are incidental to printing.

**4.3** This award covers any employer which supplies labour on an on-hire basis in the graphic arts, printing, publishing and associated industries and occupations ~~industry~~ 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 ~~those industries and occupations, that industry~~. Clause 4.3 operates subject to the exclusions from coverage in this award.

**4.4** This award covers any employer which supplies on-hire employees in classifications set out in clause 17—~~Minimum rates and classification structure~~ and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. Clause 4.4 operates subject to the exclusions from coverage in this award.

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- 4.5** This award covers employers which provide group training services for apprentices and/or trainees engaged in the graphic arts, printing, publishing and associated industries and occupations ~~industry~~ and/or parts of those industries or occupations 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 in clause 4.2 are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6** This award does not cover:
- (a) employees excluded from award coverage by the [Act](#);
  - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
  - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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 another 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 40—Dispute resolution.

### **7. Facilitative provisions**

Clause 7.5(a), Row 2 updated to incorporate changes resulting from [\[2020\] FWCFCB 2124](#) at [154]

Administrative change to clauses 7.5(a), Row 3 and 7.6(a), Row 7 made by Modern Awards team

#### **7.1 Agreement to vary award provisions**

This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or a section or sections of the workplace.

#### **7.2 The facilitative provisions are identified below. Such agreements may be between:**

- (a) the employer and the employee; or
- (b) the employer and a majority of employees at the workplace.

#### **7.3 Levels of facilitative provisions**

Each award clause which can be altered at the workplace has a level of facilitation (1–3) attached to it. Set out below are the 3 levels of facilitation:

**(a) Level 1**

- (i) An employee or employees and the employer agree on the application of an award clause.
- (ii) Where agreement is reached, the agreement must be kept by the employer as a time and wages record.

**(b) Level 2**

- (i) An employee or employees and the employer agree on the application of an award clause. The employee(s) may request the assistance of a union or other representative and that representative must be given a reasonable opportunity to participate in the discussions leading up to any agreement. A representative's involvement in this process does not mean that the consent of the representative is required prior to the introduction of agreed facilitative arrangements at the enterprise.
- (ii) Where agreement is reached, the agreement must be kept by the employer as a time and wages record.

**(c) Level 3**

- (i) Where a union has members employed at an enterprise covered by the award the union/s must be informed by the employer of the intention to use the facilitative provision and must be given a reasonable opportunity to participate in the negotiations. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.
- (ii) An employee may request to be represented by any other representative who must be given a reasonable opportunity to participate in the negotiations.
- (iii) Where agreement is reached, the agreement must be kept by the employer as a time and wages record.

**7.4 Level 1—facilitation by individual agreement**

The following facilitative provisions can be utilised by agreement between an employer and an individual employee:

<b>Clause number</b>	<b>Provision</b>
10.3(b)	Consent variation to part-time hours
13.9	Make-up time – Level 1
26.1	Payment of wages
29.9	Time off instead of payment for overtime
32.11	Agreement to take annual leave in advance
32.14	Agreement to cash out annual leave

Clause number	Provision
37.5	Substitution of certain public holidays by agreement at the enterprise

### 7.5 Level 2—facilitation by majority or individual agreement

- (a) The following facilitative provisions can be utilised by agreement between the employer and the majority of employees in the workplace, or a section or sections of it, or an employer and an individual employee:

Clause number	Provision
13.3(c)(i) and <del>13.3(a)(ii)</del> 13.3(c)(i)	Altering the spread of hours—day work (process set out in clause) – Level 2
14.2(a) <u>and</u> 14.2(b)	Altering the spread of hours—shiftworker (process set out in clause) – Level 2

- (b) Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of the workplace to implement a facilitative provision in clause 7.5(a), the employer must not implement that agreement unless:

- (i) agreement is also reached between the employer and each individual employee to be covered by the facilitative provision; and
- (ii) the agreement reached is kept by the employer as a time and wages record.

- (c) Where no agreement has been reached by the employer with the majority of employees in accordance with clause 7.5(b), the employer may reach agreement with individual employees in the workplace or a section or sections of the workplace. Such an agreement under clause 7.5 binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of the workplace.

### 7.6 Level 3—facilitation by majority agreement

- (a) The following facilitative provisions can be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of the workplace:

Clause number	Provision
	<b>Day work</b>
13.3(a)(iii)	Length of work cycle – Level 2
13.3(d)(ii)	Hours in excess of 8.75 up to 10 hours – Level 1
13.3(d)(iii)	Hours in excess of 10 and less than 12 – Level 3
13.3(d)(iii)	12 ordinary hours – Level 3 (also subject to 13.8(f))



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<b>Clause number</b>	<b>Provision</b>
<del>13.3(e)(i)</del> 13.3(e)(ii)	Ordinary hours worked on Saturday and/or Sunday – Level 3
	<b>Other non-continuous shiftworkers other than in a newspaper office</b>
13.4(a)(ii)	Length of work cycle – Level 2
13.4(b)(ii)	Hours in excess of 8.75 up to 10 hours – Level 1
13.4(b)(iii)	Hours in excess of 10 and less than 12 – Level 3
13.4(b)(iii)	12 ordinary hours – Level 3 (also subject to 13.8(f))
13.4(c)(ii)	Ordinary hours worked on Saturday and/or Sunday – Level 3
	<b>Continuous shiftwork employees other than in a newspaper office</b>
13.5(b)(iii)	Length of work cycle – Level 2
13.5(c)(ii)	Hours in excess of 8 up to 10 hours – Level 1
13.5(c)(iii)	Hours in excess of 10 and less than 12 – Level 3
13.5(c)(iii)	12 ordinary hours – Level 3 (also subject to 13.8(f))
13.5(e)(ii)	Ordinary hours worked on Saturday and/or Sunday – Level 3
	<b>Non-daily newspaper office</b>
13.6(a)(ii)	Length of work cycle – Level 2
13.6(b)(ii)	Hours in excess of 8.75 up to 10 hours – Level 1
13.6(b)(iii)	Hours in excess of 10 and less than 12 – Level 3
13.6(b)(iii)	12 ordinary hours – Level 3 (also subject to 13.8(f))
13.6(d)(ii)	Ordinary hours worked on Saturday and/or Sunday – Level 3
	<b>Daily newspaper office</b>
13.7(b)	Length of work cycle – Level 2

- (b) Where agreement is reached with the majority of employees in the workplace or a section or sections of the workplace to implement a facilitative provision in clause 7.6(a), that agreement binds all employees provided the agreement reached is kept by the employer as a time and wages record.

## **Part 2—Types of Employment**

### **8. Types of employment**

- 8.1** Employees under this award must be engaged 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 a weekly employee whose ordinary hours of work must not exceed an average of 38 hours per week.
- 9.2 An employee not specifically engaged as a part-time or casual employee is a full-time employee for the purposes of this award, unless otherwise specified in this award.

## 10. Part-time employees

Administrative changes to structure of clauses 10.1, 10.2, 10.4, and 10.5 made by Modern Awards team – changes not tracked

### 10.1 Definition

A part-time employee is a weekly employee who:

- (a) works less than full-time hours; and
- (b) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.

### 10.2 Minimum engagement

On each occasion a part-time employee is required to attend work the employee must be engaged for:

- (a) not less than 4 consecutive hours per day or shift; or
- (b) not less than 3 hours if a publishing employee in a newspaper office; or
- (c) not less than 2 hours if an inserter in a newspaper office.

### 10.3 Agreement—part-time hours and classification

- (a) At the time of the engagement, the employee and the employer must agree on:
  - (i) the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
  - (ii) the classification applying to the work to be performed in accordance with clause 17—~~Minimum rates and classification structure~~Minimum rates and classification structure.
- (b) The terms of this agreement may be varied by consent. The terms of this agreement or any variation must be in writing and retained by the employer.

The employer must provide a copy of the agreement and any variation to it to the employee.

#### 10.4 Overtime

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with clause 10.3(a) must be paid overtime in accordance with clause 29—Overtime and penalty rates.

#### 10.5 Public holidays

Where the part-time employee's normal paid hours fall on a public holiday prescribed in the [NES](#) or in this award and the employer does not require work to be performed by the employee, the employee must not lose pay for the day. Where the employee works on the holiday, the employee will be paid in accordance with clause 37—Public holidays.

### 11. Casual employees

Administrative change to the structure of clause 11.3 made by Modern Awards team – change not tracked

Clause 11.5(f) updated to incorporate changes as a result of [\[2019\] FWCFB 5409](#) at [6]

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

#### 11.2 Casual loading

(a) A casual employee working ordinary time must be paid the hourly rate prescribed in clause 17—~~Minimum rates and classification structure~~~~Minimum rates and classification structure~~ for the work being performed plus a casual loading of **25%**.

(b) The loading constitutes part of the casual employee's all-purpose rate.

#### 11.3 Minimum payment

On each occasion a casual employee is required to attend work the employee must be paid:

(a) a minimum payment of 4 hours' work; or

(b) if engaged in the publishing department as a publishing employee, a minimum payment of 3 hours' work; or

(c) if engaged in the publishing department of a newspaper on collating and inserting, a minimum payment of 2 hours' work.

**11.4** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements under the [NES](#) concerning carer's leave and/or compassionate leave for a casual employee. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## 11.5 Casual conversion to full-time or part-time employment

- (a) A casual employee, other than an **irregular casual employee**, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 6 months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the 6 months.
- (b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 11.5 within 4 weeks of the employee having attained such period of 6 months. The employee retains their right of election under clause ~~11.5~~ if the employer fails to comply with clause ~~11.5(b)~~.
- (c) Any such casual employee who does not within 4 weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 11.5(a), on receiving notice under clause 11.5(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 11.5(d), the employer and employee must, subject to clause 11.5(d), discuss and agree on:
  - (i) which form of employment the employee will convert to, being full-time or part-time; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause ~~1040~~—~~Part-time employees~~.
- (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- (h) Following such agreement being reached, the employee converts to full-time or part-time employment.

- (i) Where, in accordance with clause 11.5(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) For the purposes of clause 11.5, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

**11.6** An employee must not be engaged and re-engaged to avoid any obligation under this award.

## **12. Apprentices**

Administrative change to clauses 12.10(a)(ii) and 12.11(c)(i) made by Modern Awards team

**12.1** The terms and conditions of employment of this award will apply to apprentices, including adult apprentices, except as provided in clause 12 or where otherwise stated or where special provisions apply. Apprentices may be engaged in trades or occupations provided for in clause 12 where declared or recognised by an apprenticeship authority.

**12.2** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

**12.3** Time spent by an apprentice in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause 12 operates subject to the provisions of Schedule C ~~—School-based Apprentices—School-based Apprentices.~~

**12.4** Subject to appropriate State or Territory legislation an employer must not employ an unapprenticed junior in a trade or occupation provided for in clause 12.

### **12.5 Training packages and trades**

- (a) Where it is consistent with State or Territory legislation, an apprentice may be engaged under a training contract approved by an apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeships in the trade training package determined from time to time by the Innovation and Business Skills Australia and endorsed by the National Skills Standards Council.
- (b) Subject to clause 12.1 an apprenticeship may be undertaken in any of the following trades:
  - Graphic pre-press;
  - Printing machining;
  - Binding and finishing; or
  - Screen printing stencil preparation.

**12.6** For the purposes of clause 12, **apprenticeship authority** means a State or Territory training authority with responsibility for the apprenticeship.

**12.7** In order to undertake trade training in accordance with clause 12.5 a person must be a party to a training contract in accordance with the requirements of the apprenticeship authority or State or Territory legislation. The employer will provide, and/or provide access to, training consistent with the contract or training agreement without loss of pay.

**12.8** An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training contract and the requirements of State or Territory legislation and the apprenticeship authority.

**12.9** The probationary period of an apprentice will be as set out in the training contract consistent with the requirement of the apprenticeship authority and with State or Territory legislation but will not exceed 6 months.

**12.10 Reimbursement of fees and textbooks**

(a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an apprentice in connection with their training contract, must be reimbursed to the apprentice:

(i) within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship; or

(ii) within 3 months of the apprentice commencing training with the registered Training Organisation,

unless there is unsatisfactory progress.

(b) Direct payment of the fees and textbooks by an employer to the training provider within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship satisfies the requirement for reimbursement in clause 12.10(a).

(c) Costs associated with training that are not in connection with an apprentice's training contract are subject to clause 27.4 and not clause 12.10.

**12.11 Nominal period of apprenticeship**

(a) The nominal period of apprenticeship will be 4 years.

(b) The nominal period may be varied to another period as is approved by an apprenticeship authority provided that any credits granted will be counted as part of the apprenticeship for the purpose of wage progression under clause 17—~~Minimum rates and classification structure~~Minimum rates and classification structure.

(c) The period may be varied to another period as is approved by an apprenticeship authority on the basis of:

- (i) recognition of prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning; or
- (ii) an approved competency based training program; or
- (iii) an approved graphic arts pre-vocational course.

#### **12.12 Competency based completion**

Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:

- (a) the qualification specified in the training contract is successfully completed; and
- (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
- (c) the requirements of the relevant State/Territory apprenticeship authority with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
- (d) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

#### **12.13 Release for training**

- (a) No apprentice is to work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with the training contract, except in an emergency.
- (b) An apprentice who is engaged in day release training may only be employed on day work.
- (c) An apprentice who is engaged on block release training may only be employed on day work except where an apprentice is engaged on block release training and has completed 3 years' block release training and 3 years of the apprenticeship, when the apprentice may be employed on day work or shiftwork.
- (d) Notwithstanding clauses 12.13(b) and 12.13(c) an apprentice who is engaged on block release training and who is aged 18 years or more may agree to be employed on morning or afternoon shift except during periods of attendance on block release training.

#### **12.14 Travel payment for block release training**

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and the training requires an overnight stay, the employer must pay for the excess reasonable travel costs

incurred in the course of travelling to and from the training. Clause 12.14 will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (b) For the purposes of clause 12.14(a) excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause 12.14(a) excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (c) The amount payable by an employer under clause 12.14 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received assistance or their employer has advised them in writing of the availability of such assistance.

#### **12.15 Apprentice rates of pay**

- (a) As specified in clause 19.2, an apprentice will be entitled to a higher rate of pay based on competency based progression or after working a 12 month period.
- (b) Absences due to annual leave and paid personal leave/compassionate leave will be counted as part of the 12 month period.
- (c) At the request of the apprentice any time that has been worked by the apprentice in excess of their ordinary hours will be credited to the apprentice:
  - (i) in reduction of the time that needs to be worked in the relevant year; or
  - (ii) when calculating the amount of additional time that needs to be worked in the relevant year.

#### **12.16 Competency based progression**

- (a) For the purpose of competency based wage progression in clauses 19.2 and 20.3 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
  - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clauses 19.2 and 20.3 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
  - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
  - (iii) either:



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- (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
  - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in clause 12.16(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by that authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of clause 12.16, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of **competency** utilised for the purpose of the training packages and for the purpose of clause 12.16 is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 12.16(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 12.16(a)(iii) or on a date as determined under the dispute resolution process in clause 12.16(b).

### 12.17 Operation of State or Territory laws

In any State or Territory in which any statute or regulation relating to apprentices is in force, that statute or regulation will operate in that State or Territory provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.

## Part 3—Hours of Work

### 13. Ordinary hours of work and rostering

Administrative change to clauses 13.3(a), 13.5(b), 13.5(e)(iii), 13.6(a), 13.6(b)(ii), 13.6(c)(iii), 13.6(c)(iv), and 13.7(d)(iii) made by Modern Awards team

Clause 13.8(f) updated to incorporated changes as a result of [\[2019\] FWCFB 5409](#) at [6]

Clause 13.4(c)(iii) updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [147]

**13.1** Maximum weekly hours and requests for flexible arrangements are provided for in the [NES](#).

**13.2** Ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.

#### 13.3 Ordinary hours of work—day work employees

##### (a) Ordinary hours of ~~fe~~ work and work cycles

- (i) The ordinary hours of work for day work will not exceed an average of 38 per week.
- (ii) The ordinary hours of work are to be worked over a cycle which does not exceed 152 hours in 28 days.
- (iii) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis of a weekly average of 38 ordinary hours over a period which does not exceed 5 months.

##### (b) Spread of hours

- (i) The ordinary hours of work are to be worked between 7.00 am and 6.00 pm.
- (ii) The ordinary hours of work for employees engaged to clean the premises or attend to heating apparatus for the machines or buildings may be worked between 6.30 am and 6.00 pm.

##### (c) Altering the spread of hours

- (i) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both) by agreement between an employer and the majority of employees affected (level 2 facilitation).
- (ii) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both), by agreement between the employer and an individual employee (level 2 facilitation). Agreement under clause 13.3(c)(ii) may only:
  - be accessed where no majority agreement has been reached;

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- be implemented in respect of individual employees who have reached agreement; and
- apply to an individual employee or a number of individuals less than the majority in the workplace or section or sections of it.

### (d) **Maximum daily hours**

- (i) The ordinary hours of work for day work will not exceed 8.75 hours per day.
- (ii) Notwithstanding clause 13.3(d)(i) the ordinary hours of work for day work may be up to 10 hours per day by agreement between the employer and the majority of employees (level 1 facilitation).
- (iii) By agreement between the employer and the majority of employees (level 3 facilitation), an employee may work more than 10 ordinary hours and up to 12 ordinary hours. Where 12 ordinary hours are introduced on any day, the agreement is subject to level 3 facilitation and clause 13.8(f).

### (e) **Days ordinary hours may be worked**

- (i) The ordinary hours of work may be worked on any day Monday to Friday inclusive.
- (ii) The days on which ordinary hours are worked may include Saturday and Sunday by agreement between the employer and the majority of employees affected (level 3 facilitation).
- (iii) **Payment for ordinary hours on weekends (other than employees engaged in a daily newspaper office)**

Employees will be paid **200%** of the ordinary hourly rate for all ordinary hours worked on Saturdays or Sundays where agreement has been reached under clause 13.3(e)(ii).

## **13.4 Ordinary hours of work—non-continuous shiftworkers other than in a newspaper office**

### (a) **Ordinary hours and work cycles**

- (i) The ordinary hours for non-continuous shiftwork must not exceed an average of 38 per week.
- (ii) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of up to 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but which does not exceed 12 months.

### (b) **Maximum daily hours**

- (i) The ordinary hours of shiftwork employees not on continuous shiftwork will not exceed 8.75 hours per shift.

- (ii) Notwithstanding clause 13.4(b)(i), the ordinary hours of non-continuous shiftworkers may be up to 10 hours per shift by agreement between the employer and the majority of employees (level 1 facilitation).
- (iii) By agreement between the employer and a majority of employees (level 3 facilitation), an employee working non-continuous shiftwork may work more than 10 ordinary hours and up to 12 ordinary hours. Where 12 ordinary hours are introduced on any shift, the agreement is subject to level 3 facilitation and clause 13.8(f).

**(c) Days ordinary hours may be worked**

- (i) The ordinary hours of work may be worked on any day Monday to Friday inclusive, provided that ordinary hours commencing on a Friday may continue into the Saturday for the remaining ordinary hours of work without the payment of weekend penalty rates in accordance with clause 13.4(c)(iii).
- (ii) The days on which ordinary hours are worked may include Saturday and Sunday by agreement between the employer and the majority of employees affected (level 3 facilitation).
- (iii) **Payment for ordinary hours worked on weekends**

Where agreement has been reached under clause 13.4(c)(ii) ~~20.4(e)(ii)~~ to work ordinary hours on a Saturday or Sunday, the following rates will be paid for all ordinary work done on Saturday or Sunday (as defined):

Shift	% of ordinary hourly rate
Afternoon or morning shift	220
Night shift (other than permanent night shift as defined in clause 14.1(d))	220
Permanent night shift (as defined in clause 14.1(d))	230

- (iv) The rates in clause 13.4(c)(iii) will apply to the overtime work except as provided for in clause 29.3(c) where ordinary time is worked on a Saturday or Sunday and overtime is continuous with such work.
- (v) The rates in clause 13.4(c)(iii) are in substitution for and not cumulative on the shift allowances prescribed in clause 14.3 and the overtime rates in clause 29.3.

**13.5 Ordinary hours of work—continuous shiftwork employees other than in a newspaper office**

- (a) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each day without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**(b) Ordinary hours of work and work cycles**

- (i) The ordinary hours of continuous shiftwork employees are to average 38 hours per week.
- (ii) The ordinary hours of work are to be worked over a cycle which must not exceed 152 hours in 28 consecutive days.
- (iii) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of 38 ordinary hours over a period which exceeds 28 consecutive days but does not exceed 12 months.

**(c) Maximum daily hours**

- (i) The ordinary hours of continuous shiftwork employees will not exceed 8 hours per shift.
- (ii) Notwithstanding clause 13.5(c)(i) the ordinary hours of continuous shiftwork may be up to 10 hours per day by agreement between the employer and the majority of employees (level 1 facilitation).
- (iii) By agreement between the employer and the majority of employees (level 3 facilitation), an employee may work more than 10 ordinary hours and up to 12 ordinary hours. Where 12 ordinary hours are introduced on any shift, the agreement is subject to level 3 facilitation and clause 13.8(f).

**(d) Limitation on double shifts**

Shiftwork employees, whilst recognising their obligations to continue at work until relieved will not be required to work more than 2 consecutive shifts. The employer will avoid double shifts as far as possible by using every endeavour to arrange reliefs, and will limit the number of double shifts worked by an employee to one in any week except in unavoidable circumstances.

**(e) Days ordinary hours may be worked**

- (i) The ordinary hours of work may be worked on any day Monday to Friday inclusive, provided that ordinary hours commencing on a Friday, may continue into the Saturday for the remaining ordinary hours of work without the payment of weekend penalty rates in accordance with clause 13.5(e)(iii).
- (ii) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees affected (level 3 facilitation).
- (iii) **Payment for ordinary hours worked on weekends**

Where agreement has been reached under clause 13.5(e)(ii) to work ordinary hours on a Saturday or Sunday, the following rates will be paid for all ordinary work done on Saturday or Sunday (as defined):

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Shift	% of ordinary hourly rate
Afternoon or morning shift	220
Night shift (other than permanent night shift as defined in clause 14.1(d))	220
Permanent night shift (as defined in clause 14.1(d))	230

- (iv) The rates in clause 13.5(e)(iii) will apply to overtime work except as provided for in clause 29.3(c) where ordinary time is worked on a Saturday or Sunday and overtime is continuous with such work.
- (v) The rates in clause 13.5(e)(iii) are in substitution for and not cumulative on the shift allowances prescribed in clause 14.3 and the overtime rates in clause 29.3.

### 13.6 Ordinary hours of work—in a non-daily newspaper office

#### (a) Ordinary hours of work and work cycles

- (i) The ordinary hours for non-continuous shiftwork must not exceed an average of 38 per week.
- (ii) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of up to 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but which does not exceed 12 months.

#### (b) Maximum daily hours

- (i) The ordinary hours of shiftwork employees not on continuous shiftwork will not exceed 8.75 hours per shift.
- (ii) Notwithstanding clause 13.6(b)(i), the ordinary hours of shiftwork employees not on continuous shiftwork may be up to 10 hours per shift by agreement between the employer and the majority of employees (level 1 facilitation).
- (iii) By agreement between the employer and a majority of employees (level 3 facilitation), an employee may work more than 10 ordinary hours and up to 12 ordinary hours. Where 12 ordinary hours are introduced on any shift, the agreement is subject to level 3 facilitation and clause 13.8(f).

#### (c) Night work in a non-daily newspaper office

- (i) Night work in a newspaper office means any work performed between the hours of 5.00 pm and at or before 8.00 am.
- (ii) By agreement between the employer and an employee, night work on Sunday may commence before 5.00 pm. This agreement is not subject to clause 7—Facilitative provisions.

**(iii) Employee in a non-daily newspaper office when engaged on night work**

An employee in a non-daily newspaper office when employed on night work will be paid **17.5%** of a classification level 5 employee's day work ~~rate wage~~ in addition to the day work ~~rate wage~~ prescribed for the work they perform.

**(iv) Night work overlapping day work hours in a non-daily newspaper office**

Where on any day, hours of night work overlap the day work hours in a non-daily newspaper office, the night work hours will be observed and the night work ~~rate wage~~ will be paid for all day work hours worked.

**(d) Days on which ordinary hours are worked**

- (i)** The ordinary hours of work may be worked on any day Monday to Friday inclusive, provided that ordinary hours commencing on a Friday may continue into the Saturday for the remaining ordinary hours of work without the payment of weekend penalty rates in accordance with clause 13.6(e)(i).
- (ii)** By agreement between the employer and the majority of employees affected (level 3 facilitation), the days on which ordinary hours are worked may include Saturday and Sunday.

**(e) Ordinary hours of night work on Saturday and Sunday**

**(i) Payment for ordinary hours of night work on Saturday or Sunday**

An employee will be paid **200%** of the ordinary day work rate plus **17.5%** of the classification level 5 rate for ordinary hours on a Saturday or Sunday (as defined) where agreement has been reached under clause 13.6(d)(ii).

- (ii)** The above rates will apply to the overtime work except as provided for in clause 29.3(c), where ordinary time is worked on a Saturday or Sunday and overtime is continuous with such work.
- (iii)** The above rates are in substitution for and not cumulative on the night work allowance prescribed in clause 13.6(c)(iii) and the shift allowances prescribed in clause 14.3 and the overtime rates in clause 29.3.

**13.7 Ordinary hours of work—in a daily newspaper office**

**(a) Ordinary hours and work cycles**

The ordinary working hours and working cycles will be determined on section by section or a unit by unit basis in each establishment by agreement between the employer and the majority of weekly employees affected in the section or unit and worked as follows:

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- (i) 38 hours worked over 4 shifts during one week, with a maximum of 11 hours per shift; or
  - (ii) 38 hours worked over 5 shifts during one week, with a maximum of 8 hours per shift; or
  - (iii) 76 hours worked over 9 shifts during 2 weeks, with a maximum of 11 hours per shift; or
  - (iv) 114 hours worked over 14 shifts during 3 weeks, with a maximum of 11 hours per shift; or
  - (v) 152 hours worked over 19 shifts during 4 weeks, with a maximum of 11 hours per shift.
- (b) By agreement between the employer and the majority of employees affected (level 2 facilitation), a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

(c) **Limitation on double shifts**

Shiftwork employees, whilst recognising their obligations to continue at work until relieved will not be required to work more than 2 consecutive shifts. The employer will avoid double shifts as far as possible by using every endeavour to arrange reliefs, and will limit the number of double shifts worked by an employee to one in any week except in unavoidable circumstances.

(d) **Night work in a daily newspaper office**

- (i) **Night work in a daily newspaper office** means any work performed between the hours of 5.00 pm and at or before 8.00 am.
- (ii) By agreement between the employer and an employee, night work on Sunday may commence before 5.00 pm. This agreement is not subject to clause 7—Facilitative provisions.
- (iii) **Payment when engaged on night work for employee in a daily newspaper office**

An employee in a daily newspaper office when employed on night work will in addition to the day work ~~rate wage~~ prescribed for the work they perform be paid **17.5%** of a classification level 7 employee's day work ~~ratewage~~.

- (iv) **Night work overlapping day work hours in a daily newspaper office**

Work may be arranged in the hours prescribed for day work and partly in the hours prescribed for night work. Employees engaged in accordance with clause 13.7(d)(iv) will be paid the rate of wages and be subject to the conditions as provided for night work. However, this will not apply where a day shift commences at 6.30 am or is to conclude between 5.00 pm and 6.30 pm.



**(e) Days on which ordinary hours are worked**

**(i)** The days on which ordinary hours are worked may include Saturday and Sunday.

**(ii) Payment for work on a Saturday**

Where ordinary hours are worked on a Saturday an employee will be paid at ordinary time plus a one-off payment equal to 4 times the ordinary hourly rate of pay calculated on the award classification level rate of the employee for each Saturday worked.

**(iii) Rate for Sunday night work**

Any work done after 5.00 pm on Sunday or in the circumstances where there is agreement between the employee and the employer as prescribed by clause 13.7(d)(ii) will be paid for at the rate of ordinary time plus **25%** of the resultant calculation of the night work allowance prescribed in clause 13.7(d)(iii) and will be classified as ordinary work and included in the employee's ordinary working hours.

**13.8 Methods for arranging ordinary hours other than a non-daily and/or daily newspaper office**

**(a)** The method of arranging ordinary hours may be:

- (i)** by employees working a constant number of ordinary hours each day; or
- (ii)** by fixing one day a week on which employees work a lesser number of ordinary hours; or
- (iii)** by fixing one or more days on which all employees will be off during a particular work cycle; or
- (iv)** by rostering employees off on various days of the week during a particular work cycle so that each employee has one or more days off during that cycle.

**(b)** The arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise affected subject to the employer's right to fix and change the daily hours of employees as prescribed in clauses 13.8(a) and 13.10. This agreement is not subject to clause 7—Facilitative provisions.

**(c) Days off**

Where pursuant to clauses 13.8(a)(iii) and 13.8(a)(iv) an employer adopts a system of work which entitles an employee to a day off during the work cycle, the following provisions apply:

**(i)** an employer and an employee or the majority of employees at the workplace or work section or sections concerned may substitute the day the employee or employees concerned are to take off during a work cycle

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for another day by agreement. This agreement is not subject to clause 7—Facilitative provisions;

- (ii) an apprentice who is required to attend trade school on a rostered day off must be entitled to a substitute day as soon as practicable following the attendance at trade school; and
- (iii) except as provided in clause 13.8(c)(i), work performed on a rostered day off or shift off must be paid for at overtime rates as set out in clause 29.4.

### (d) Notice of days/shifts off

The employer is required to give 4 weeks' notice of a rostered day off accrued pursuant to clauses 13.8(a)(iii) and 13.8(a)(iv) unless otherwise agreed by the employer and a majority of employees in the plant or work section(s) concerned. This agreement is not subject to clause 7—Facilitative provisions.

### (e) Banking of rostered days/shifts

By agreement between the employer and employee or majority of employees at the workplace or work section or sections concerned, rostered days/shifts off may be accumulated (banked) up to a maximum of 5 days/shifts and must be entitled to be taken in a manner agreed upon between the employer and the employee or the majority of employees prior to the first of such days/shifts accumulating. This agreement is not subject to clause 7—Facilitative provisions.

### (f) 12 hour shifts

Twelve hour days or shifts may be introduced in accordance with clauses 13.3(d)(iii), 13.4(b)(iii) or 13.5(c)(iii) subject to:

- (i) proper health monitoring procedures being introduced;
- (ii) suitable roster arrangements being made;
- (iii) proper supervision being provided;
- (iv) adequate breaks being provided; and
- (v) an adequate trial and review process being implemented.

## 13.9 Make-up time

- (a) An employee may elect, with the consent of the employer (level 1 facilitation), to work make-up time for time taken off during ordinary hours, provided such make-up time occurs during the spread of ordinary hours provided in the award.
- (b) An employee on shiftwork may elect with the consent of their employer (level 1 facilitation), to work make up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.

### **13.10 Fixation and change of hours**

- (a) The daily hours of each employee, including the meal period, will be as determined by the employer, provided that the employer will not alter the usual daily working hours of any employee unless and until the employee has had one week's notice of the alteration which is to be made.
- (b) Once an employee's working hours have been fixed in accordance with clause 13.10(a), those hours will not be changed until at least one week after those hours have been in actual operation.
- (c) Except as set out in clause 13.10(d), if any alteration to an employee's hours is made other than in accordance with clause 13.10(a), the employee will be paid **200%** of the ordinary hourly rate for all time worked outside of the hours fixed in accordance with clause 13.10(a).
- (d) In the case of an emergency beyond the control of the employer, the employer may require an employee to change their working hours on giving 48 hours' notice, including the meal break of such periods, without payment of the penalty prescribed in clause 13.10(c). The ordinary hours of an employee will not be changed more than once in a working week under clause 13.10.
- (e) If an employee is required to change their working hours in the case of an emergency beyond the control of the employer without receiving 48 hours' notice, the employee will be paid **200%** of the ordinary hourly rate for all time worked until the expiration of the 48 hours after the employee commenced the new hours.

### **13.11 Change of working periods**

- (a) An employee who during the course of a week's work is transferred from day work to shiftwork or vice versa or from one shift to another shift, will be allowed at least a 10 hour break between finishing their shift/day's work and commencing their next shift/day's work without loss of pay.
- (b) If a 10 hour break is not allowed, the employee will be paid **200%** of the ordinary hourly rate for all hours worked until the employee has a 10 hour break.
- (c) An employee must not be transferred from day work to shiftwork or vice versa or from one shift to another shift, more than once in a working week.

### **13.12 Posting of working hours**

The roster of each work area, including the meal period, and the name and working hours of each employee employed in that workroom whose hours differ from the roster will be displayed in the work room.

## 14. Special provisions for shiftwork employees

Administrative change to clauses 14.3(a) and 14.3(b) made by Modern Awards team

### 14.1 Definitions

- (a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before 12.45 am.
- (b) **Night shift** means any shift finishing after 12.45 am and at or before 10.00 am.
- (c) **Morning shift** means any shift commencing at or after 5.00 am and prior to 7.00 am but nothing in this definition will cause a day worker to be deemed to be working on morning shift.
- (d) **Permanent night shift** means a period of engagement on shiftwork where an employee works:
  - (i) night shift only;
  - (ii) remains on night shift for a period longer than 4 consecutive weeks; or
  - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each cycle.

### 14.2 Altering spread of hours

- (a) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both) by agreement between an employer and the majority of employees affected (level 2 facilitation).
- (b) The daily spread of hours may be altered by up to one hour at one end of the spread (but not both), by agreement between the employer and an individual employee (level 2 facilitation) and may only:
  - (i) be accessed where no majority agreement has been reached;
  - (ii) be implemented in respect of individual employees who have reached agreement; and
  - (iii) apply to an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

### 14.3 Shift allowances—morning, afternoon and night shift

#### (a) Morning, afternoon and night shift

An employee on morning shift, afternoon shift, or night shift which rotates with or alternates with day work and/or afternoon shift will be paid **20%** of the day work ~~rate wage~~ in addition to the day work ~~rate wage~~ prescribed by this award for the ordinary hours they perform on that shift.

**(b) Permanent night shift**

An employee when on permanent night shift will be paid **30%** of the day work ~~rate wage~~ in addition to the day work ~~rate wage~~ prescribed by this award for the ordinary hours they perform during any such night cycle.

(c) The shift allowance is payable during overtime in accordance with this award.

**14.4 Meal break—continuous shiftworkers**

An employee employed on continuous shiftwork will be entitled to a paid meal break each shift of 30 consecutive minutes which will be counted as time worked.

**15. Meal breaks**

Clause 15.3 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [147]

**15.1** The minimum time allowance for meals will be half an hour and the maximum time allowance one hour.

**15.2** No period of work will exceed 5 hours without a break for meals, provided that:

(a) Where an employer has adopted a system of ordinary working hours under clause 13—~~Ordinary hours of work and rostering~~ ~~Ordinary hours of work and rostering~~ which does not require employees to work for more than 6 hours on a day or shift (and employees are not required to work more than their ordinary hours), the employer and the majority of affected employees may agree that a meal break need not be taken on that day or shift.

(b) By agreement between the employer and the majority of employees in the workplace, work section or sections affected or by agreement between the employer and an employee, employees may be required to work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break.

(c) Agreements under clause 15.2 are not subject to clause 7—Facilitative provisions.

**15.3** Where an employee is required to work during their usual meal break they will be paid **150%** of the ordinary hourly rate for the time so worked and they will be allowed their usual meal period as soon as it can be arranged, but not later than 5 hours after commencing work each day.

**15.4** The meal period of any employee on day work will be between the hours of 11.00 am and 2.00 pm.

**15.5 Alteration of meal break**

(a) The usual time of an employee's meal period may be altered by the employer with one week's notice to the employee.

(b) Notice of alteration of meal break is not required if:

- (i) an employer agrees to a request by an employee to change in order to attend to a business arrangement, domestic or other personal necessity; or
- (ii) an employer needs to make a change to meet a requirement for continuous running of a machine (change under clause 15.5 will not be effected in circumstances where the employee has an existing commitment that prevents the meal period being altered); or
- (iii) an employer and employee agree to a change provided that the agreement is not for the sole purpose of avoiding the penalty prescribed by clause 15.3. This agreement is not subject to clause 7—Facilitative provisions.

## **16. Refreshment entitlement**

**16.1** A reasonable opportunity is to be provided by the employer for each employee to pause to acquire a refreshment during the first half of the day or shift, at a time specified by the employer, subject to:

- (a) continuous running of plant, equipment and processes;
- (b) productivity not being reduced;
- (c) wages and other costs not increasing;
- (d) maintenance of high standards of work health and safety; and
- (e) maintenance of high standards of quality;

whilst the refreshment is being acquired.

**16.2** The abovementioned provision of a reasonable opportunity to pause to acquire a refreshment will not be applicable to employees who are provided with a rest break. Furthermore, clause 16.1 will not be used to reduce rest break entitlements in workplaces.

## **Part 4—Wages, Allowances and Classifications**

### **17. Minimum rates and classification structure**

**17.1** The classifications set out in Table A will be read in conjunction with clause 23—Classification and reclassification of employees, and Schedule A—Classification Definitions.

**17.2** Adult employees must be paid the minimum rates set out in Table A.

**Table A**

<b>Employee classification Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>	<b>Alignment to qualification from the Printing and Graphic Arts Training Package</b>
	<b>\$</b>	<b>\$</b>	
Level 1	740.80	19.49	
Level 2	762.10	20.06	
Level 3	791.30	20.82	
Level 4	818.50	21.54	Certificate II
Level 5	862.50	22.70	Trade Certificate/ Certificate III
Level 6	889.50	23.41	
Level 7	916.60	24.12	
Level 8	941.10	24.77	Certificate IV (except as set out in clause 17.3)

**17.3** The following qualifications are excluded from clauses 17.2:

- (a) ICP40704—Certificate IV in Printing and Graphic Arts (Management Sales); and
- (b) ICP40804—Certificate IV in Printing and Graphic Arts (Process Leadership).

**18. Junior rates**

**18.1 Junior keyboard operator/assembler**

The minimum wage rate payable to a junior employed as a keyboard operator/assembler will be the Level 4 rate for the area in which they are employed.

**18.2 Junior artist and/or designer (including junior commercial artist)**

**(a) Junior rates**

The minimum rate for work performed by a junior artist and/or designer (including junior commercial artist) will be the percentage set out below of the Level 4 rate:

<b>Age</b>	<b>% of level 4 rate</b>	<b>Minimum weekly rate (full-time employee)</b>
		<b>\$</b>
Under 17 years	37.5	306.94
17 years	47.5	388.79
18 years	60.0	491.10

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<b>Age</b>	<b>% of level 4 rate</b>	<b>Minimum weekly rate (full-time employee)</b>
		<b>\$</b>
19 years	72.5	593.41
20 years	87.5	716.19

**(b) Attendance at accredited training provider**

Upon production of a certificate from the accredited training provider which shows that the junior artist has given satisfactory attention to the course, there will be no deduction from the junior artist's pay for the time of absence.

**(c) Fees**

Unless paid by the State or Territory government, the fees of a training provider must be paid by the employer.

**18.3 Juniors employed in a daily newspaper office other than inserters not being an apprentice/trainee**

The minimum rate for work performed by a junior other than an apprentice/trainee employed in a daily newspaper other than inserters will be the percentage set out below of the Level 3 rate:

<b>Age</b>	<b>% of Level 3 rate</b>	<b>Minimum weekly rate (full-time employee)</b>
		<b>\$</b>
Under 16 years	30	237.39
16 years	40	316.52
17 years	50	395.65
18 years	60	474.78
19 years	75	593.48
20 years	90	712.17

**18.4 Other juniors not being an apprentice/trainee**

**(a)** Clause 18.4 applies to juniors other than a junior artist and/or designer or a junior keyboard operator/assembler or a junior employed in a daily newspaper office other than inserters.

**(b)** The minimum rate for work performed by a junior other than an apprentice/trainee will be the percentage set out below of the Level 2 rate:



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Age	% of Level 2 rate	Minimum weekly rate (full-time employee)
		\$
Under 16 years	30	228.63
16 years	40	304.84
17 years	50	381.05
18 years	60	457.26
19 years	75	571.58
20 years	90	685.89

### 18.5 Duties of juniors under specified conditions

- (a) Juniors under the age of 18 years will not be employed on a casting machine unless the junior is an apprentice.
- (b) An employer must not permit or require an employee under the age of 18 years to be employed on a power driven guillotine (unless an apprentice as provided for in clause 12—Apprentices of this award), a platen or cylinder machine used for carton cutting.
- (c) Juniors undergoing training in their work must be provided with qualified adult supervision.

### 18.6 Juniors employed in screen printing

Subject to clause 18.5(c), where the dimensions of a piece of printed matter:

- (a) exceed 300 millimetres by 600 millimetres (12 inches by 24 inches), an adult employee or an apprentice to screen printing stencil preparation must be employed on the same printing frame as any non-apprenticed junior on the printing (including racking) of that printed matter; or
- (b) do not exceed 300 millimetres by 600 millimetres (12 inches by 24 inches), a non-apprenticed junior may be employed alone in the printing (including racking) of that printed matter.

**18.7** A non-apprenticed junior must not be employed in or in connection with the work of transfers other than racking.

### 18.8 Juniors employed on small-offset lithographic printing machines

Juniors employed on small-offset printing machines will be supervised by a qualified adult.

## 19. Apprentices rates (other than adult apprentices)

Administrative change to clause 19.2 (Stage 4) made by Modern Awards team

### 19.1 Minimum rates for apprentices (other than adult apprentices) continuing an apprenticeship that commenced prior to 1 January 2014

The minimum rate for work performed by an apprentice (other than an adult apprentice) continuing their apprenticeship which commenced prior to 1 January 2014 will be the percentage set out below of the Level 5 rate:

	<b>% of Level 5 rate</b>
1 <sup>st</sup> year	47.5
2 <sup>nd</sup> year	60.0
3 <sup>rd</sup> year	72.5
4 <sup>th</sup> year	87.5

### 19.2 Minimum rates for apprentices (other than adult apprentices) who commenced on or after 1 January 2014

Where work is performed by an apprentice (other than an adult apprentice), who commenced their apprenticeship on or after 1 January 2014, the minimum rate and competency based wage progression will be the percentage set out below of the rate prescribed for classification level 5 of this award.

<b>Stage of apprenticeship</b>	<b>Entry, exit and progression requirements</b>	<b>Has not completed year 12</b>	<b>Has completed year 12</b>
		<b>% of Level 5 rate</b>	
1	<p><b>Entry</b> Nil entry requirements.</p> <p><b>Exit</b> There is no exit point at this stage.</p>	50%	55%
2	<p><b>Entry</b> An apprentice enters Stage 2:</p> <ul style="list-style-type: none"> <li>• on attainment of 25% of the total competency points for the relevant AQF Certificate qualification specified in the training plan; or</li> <li>• 12 months after commencing the apprenticeship;</li> </ul> <p>whichever is earlier.</p> <p><b>Exit</b> There is no exit point at this stage.</p>	60%	65%

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<b>Stage of apprenticeship</b>	<b>Entry, exit and progression requirements</b>	<b>Has not completed year 12</b>	<b>Has completed year 12</b>
		<b>% of Level 5 rate</b>	
3	<p><b>Entry</b> An apprentice enters Stage 3:</p> <ul style="list-style-type: none"> <li>on attainment of 50% of the total competency points for the relevant AQF Certificate qualification specified in the training plan; or</li> <li>12 months after commencing Stage 2; whichever is earlier.</li> </ul> <p><b>Exit</b> There is no exit point at this stage.</p>	72.5%	72.5%
4	<p><b>Entry</b> An apprentice enters Stage 4:</p> <ul style="list-style-type: none"> <li>on attainment of 75% of the total competency points for the relevant AQF Certificate qualification specified in the training plan; or</li> <li>12 months after commencing Stage 3; whichever is earlier.</li> </ul> <p><b>Exit</b> Upon the attainment of 100% of the total competency points for the relevant AQF Certificate qualification specified in the training plan and subject to clause <del>13.11</del> 12.11—Nominal period of apprenticeship and clause <del>13.12</del> 12.12—Competency based completion an apprentice will exit with the relevant AQF Certificate qualification.</p>	87.5%	87.5%

**19.3 Proficiency payments**

- (a) If the apprentice attains a standard approved by a State or Territory accredited training provider, the apprentice must receive, in addition to the prescribed weekly rate, a weekly amount as follows calculated in accordance with clause B.1.1:
- (i) for the course requirement passed at that standard—**\$7.42**;
  - (ii) for the second course requirement passed at that standard, instead of the amount prescribed in clause 19.3(a)(i)—**\$14.84**; or
  - (iii) for the third course requirement passed at that standard, instead of the amount prescribed in clause 19.3(a)(ii)—**\$22.25**.
- (b) The apprentice will receive an additional amount on and from the beginning of the first pay period commencing in January following the completion of course

requirements. Where an apprentice is unable to complete course requirements because of personal illness or injury and then satisfactorily completes course requirements, the relevant additional amount will be payable to the apprentice on and from the first pay day after the date on which the results are published.

- (c) Where State or Territory vocational training legislation provides for proficiency payments to be paid to an apprentice then those provisions will apply in substitution for the amounts in clause 19.3(a).
- (d) Proficiency payments are not payable to adult apprentices.

#### 19.4 School-based apprentices

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

### 20. Adult apprentice rates

Administrative change to clause 20.7 made by Modern Awards team

**20.1** An employee who was employed by an employer in the printing industry immediately before becoming an adult apprentice with that employer must not suffer a reduction in actual rate of pay by virtue of becoming an adult apprentice.

#### 20.2 Minimum rates for adult apprentices who commenced prior to 1 January 2014

Subject to clause 20.1 where work is performed by an adult apprentice, including the wages of probationers for apprenticeship, who commenced their apprenticeship prior to 1 January 2014 the minimum rates are set out below as a percentage of the Level 5 rate:

	<b>% of the Level 5 rate</b>
1 <sup>st</sup> year	82
2 <sup>nd</sup> year	87
3 <sup>rd</sup> year	92
4 <sup>th</sup> year	100

#### 20.3 Minimum rates for adult apprentices on or after 1 January 2014

Subject to clause 20.1 where work is performed by an adult apprentice, including the wages of probationers for apprenticeship, who commenced their apprenticeship on or after 1 January 2014, the minimum rate and competency based wage progression will be the percentage set out below of the Level 5 rate:

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Stage of apprenticeship	Entry, exit and progression requirements	Adult apprentice % of Level 5 rate
1	<p><b>Entry</b> Nil entry requirements.</p> <p><b>Exit</b> There is no exit point at this stage.</p>	82%
2	<p><b>Entry</b> An apprentice enters Stage 2: on attainment of 25% of the total competency points for the relevant AQF Certificate qualification specified in the training plan; or 12 months after commencing the apprenticeship; whichever is earlier.</p> <p><b>Exit</b> There is no exit point at this stage.</p>	87%
3	<p><b>Entry</b> An apprentice enters Stage 3: on attainment of 50% of the total competency points for the relevant AQF Certificate qualification specified in the training plan; or 12 months after commencing Stage 2; whichever is earlier.</p> <p><b>Exit</b> There is no exit point at this stage.</p>	92%
4	<p><b>Entry</b> An apprentice enters Stage 4: on attainment of 75% of the total competency points for the relevant AQF Certificate qualification specified in the training plan; or 12 months after commencing Stage 3; whichever is earlier.</p> <p><b>Exit</b> Upon the attainment of 100% of the total competency points for the relevant AQF Certificate qualification specified in the training plan and subject to clause 12.11—Nominal period of apprenticeship and clause 12.12—Competency based completion, an apprentice will exit with the relevant AQF Certificate qualification.</p>	100%

- 20.4** When an apprenticeship authority in accordance with the requirements of State or Territory legislation determined that an adult apprentice has gained sufficient theoretical and practical knowledge that the apprentice will be deemed, for the purposes of calculating the appropriate wage rate, to have completed the period advanced.

- 20.5 An adult apprentice who is engaged on day release training may only be employed on day work during their periods of attendance at day release.
- 20.6 An adult apprentice who is engaged on block release training may be employed on day work or shiftwork.
- 20.7 An adult apprentice must not be paid less than the minimum ~~rate wage~~ for a level 1 employee in clause 17.1.

## 21. 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.

## 22. National training wage

Clause 22 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8]

- 22.1 Schedule E to the [Miscellaneous Award 2020XX](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- 22.2 This award incorporates the terms of Schedule E to the [Miscellaneous Award 2020XX](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 2020XX](#) is to be read as referring to the *Graphic Arts, Printing and Publishing Award 2020XX* and not the [Miscellaneous Award 2020XX](#).

## 23. Classification and reclassification of employees

### 23.1 Consultation

Parties at each plant or enterprise will undertake appropriate consultation in accordance with clause 18—Consultation about major workplace change regarding the classification structure.

### 23.2 Classification of employees with a formal Australian Qualification Framework (AQF) qualification

- (a) Where employees have completed a qualification recognised in the Printing and Graphic Arts Training Package and in Table A of clause 17—~~Minimum rates and classification structure~~~~Minimum rates and classification structure~~, and are using the skills and knowledge gained from that qualification in accordance with the needs of the enterprise, then they must, as a minimum be classified at the level specified in Table A of clause 17—~~Minimum rates and classification structure~~~~Minimum rates and classification structure~~.
- (b) Clause 23.2(a) also applies to a qualification which has been recognised by an Industry Skills Council or a Federal or State Training Authority which is equivalent to a qualification recognised in the Printing and Graphic Arts

Training Package and in Table A of clause 17—~~Minimum rates and classification structure~~Minimum rates and classification structure.

- (c) Employees will transfer into the classification structure on the basis of the alignment of classifications to qualifications as outlined in Table A of clause 17—~~Minimum rates and classification structure~~Minimum rates and classification structure.
- (d) Employees can receive a qualification through recognition of prior learning and/or overseas qualifications where that prior learning and/or overseas qualification is recognised by an Industry Skills Council or a Federal or State Training Authority as being equivalent to a qualification in the Printing and Graphic Arts Training Package and in Table A of clause 17—~~Minimum rates and classification structure~~Minimum rates and classification structure.

### **23.3 Classification of employees without a formal AQF qualification**

- (a) Subject to clause 23, employees will be classified on the basis that they meet the requirements of the classification definitions in Schedule B—Classification Definitions.
- (b) Only skills and knowledge which are being used in accordance with the needs of the enterprise will be taken into account for classification purposes.
- (c) An employee without a formal AQF qualification who as at the date of 19 August 2019 was classified at a particular level in Schedule B will not by reason of the variation suffer a reduction in classification.

## **24. Work organisation**

**24.1** An employer may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training provided that the duties are not designed to promote deskilling.

**24.2** Any direction issued by an employer pursuant to clause 24.1 must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **24.3 Change of shifts**

Where appropriate, procedures enabling the continuous running of machines during shift changeovers will be implemented.

### **24.4 Starting times**

Starting and finishing times of individual employees within a plant or section may be staggered to ensure maximum plant capacity utilisation.

## **25. Higher duties**

Where duties performed under clause 17—~~Minimum rates and classification structure~~Minimum rates and classification structure attract different wage rates, the employee must be paid for the day at the highest rate for the work performed.

## **26. 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.

### **26.1 Payment of wages**

Wages must be paid weekly or fortnightly as determined by the employer. Wages may be paid 4 weekly or monthly if agreed with an individual employee.

**26.2** For an employee whose ordinary hours of work are arranged so that the employee works a constant number of hours each week, wages will be paid according to the actual ordinary hours worked each week.

**26.3** For an employee whose ordinary hours of work are arranged so that the employee works an average number of ordinary hours each week during a particular work cycle, wages will be paid according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in a particular week of the work cycle.

**26.4** Wages will be paid in cash, cheque or electronic funds transfer (as determined by the employer) provided that wages made by electronic funds transfer will be credited to an employee's bank or financial institution account without cost to the employee at the time of transfer.

**26.5** If an employee is paid wages by cash and wages are not paid within ordinary working hours, all non-working time during which an employee is kept waiting for payment of wages will be paid at **150%** of the ordinary hourly rate. The penalty in clause 26.5 will not apply where the delay is beyond the employer's control.

### **26.6 Rostered day off falling on payday**

An employee whose rostered day off falls on payday will be paid their wages no later than the employee's ordinary working day immediately following payday. Provided that, where the employee is able to make suitable arrangements, wages may be paid on the working day preceding payday. This provision does not apply to employees paid by electronic funds transfer.

### **26.7 Payment on termination**

On termination of employment, all money due to an employee must be paid on the day of termination. When an employee is dismissed without notice all money is to be forwarded to the employee by post or electronic funds transfer by the end of the next business day following the termination.

## **27. Allowances**

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



- 27.1** Employers must pay to an employee the allowances the employee is entitled to under clause 27.

NOTE: See Schedule B—~~Summary of Monetary Allowances~~—~~Summary of Monetary Allowances~~ for a summary of monetary allowances and method of adjustment.

**27.2 Wage-related allowances**

**(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 allowances are paid for all purposes under this award:

- (i) Visual display terminal allowance (clause 27.2(b)); and
- (ii) Inserting allowance (clause 27.2(c)).

**(b) Visual display terminal allowance**

- (i) An allowance of **\$43.13** per week is payable to an employee employed in a non-daily newspaper office or daily newspaper office who operates a visual display terminal.
- (ii) To be paid the allowance an employee will be trained and/or have been engaged on a visual display terminal in production on a fully integrated online front end system for advertising and/or editorial input.
- (iii) An apprentice will only be paid the allowance from the commencement of the third year of apprenticeship where the apprentice is engaged in production.

**(c) Inserting allowance**

An allowance of **\$25.88** per week will be paid to a Level 2 employee in a newspaper office engaged in manual inserting work.

**(d) First aid allowance**

An allowance of **\$17.51** per week is payable to an employee who is the current holder of appropriate workplace first aid qualifications, if appointed by their employer to perform first aid duty.

**27.3 Expense-related allowances**

**(a) Meal allowance**

A meal allowance of **\$15.21** is payable on each occasion where:

- (i) an employee or an adult apprentice (other than a junior or an apprentice) is required to work overtime for more than one and a half hours without being notified on the previous day or earlier that the employee will be required to so work;

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- (ii) an employee or an adult apprentice (other than a junior or an apprentice) has been notified of overtime and then is not required to work overtime;
- (iii) a junior or an apprentice (other than an adult apprentice) is required to work overtime for more than one and a half hours;
- (iv) an employee works overtime for 3 hours after the employee's ordinary finishing time and does not take a meal break in accordance with clause 29.6—Meal period during overtime; or
- (v) an employee takes a subsequent meal break in accordance with clause 29.6—Meal period during overtime when working overtime.

Clause 27.3(a) does not entitle an employee to more than one meal allowance per day or shift.

### **(b) Protective clothing and equipment**

If an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in a State or Territory, the employer must reimburse the employee for the cost of purchasing the special clothing and equipment unless the clothing and equipment is paid for by the employer.

### **(c) Uniform or clothing**

If an employee is required to wear any uniform or clothing (other than that specified in clause 27.3(b)) the employer will reimburse the employee for the cost of purchasing and/or maintaining the uniform and/or clothing. Instead of reimbursement, the employer may provide, maintain and clean the uniform in good repair without cost to the employee.

### **(d) Transport of employees**

An employee that works overtime or a shift which they have not been regularly rostered on and finishes work at a time when reasonable means of transport is not available, the employer must:

- (i) provide the employee with transport home; or
- (ii) pay the employee at the overtime rate for the time reasonably occupied in reaching home.

## **27.4 Training**

- (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer upon production of evidence of the expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

- (b) Travel costs incurred by an employee undertaking training agreed to by the employer which exceed those normally incurred in travelling to and from work must be reimbursed by the employer.

## **28. Superannuation**

### **28.1 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.

### **28.2 Employer contributions**

An employer must make 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.

### **28.3 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 28.2.
- (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 28.3(a) or (b) at no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or (b) was made.

### **28.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) and 28.3(b) to one of the following superannuation funds or its successor:

- (a) Media Super; or
- (b) AustralianSuper; or
- (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 superannuation fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Overtime and Penalty Rates

### 29. Overtime and penalty rates

Administrative change to clauses 29.1, 29.3(a), 29.3(b), and 29.4 made by Modern Awards team

#### 29.1 Reasonable overtime

- (a) Subject to section 62 of the [Act](#) and clause 29.1~~29~~, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 29.1 the following must be taken into account:
  - (i) any risk to employee health and safety from working the additional hours;
  - (ii) the employee's personal circumstances, including family responsibilities;
  - (iii) the needs of the workplace or enterprise in which the employee is employed;
  - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (v) any notice given by the employer of any request or requirement to work the additional hours;
  - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
  - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
  - (viii) the nature of the employee's role, and the employee's level of responsibility;

- (ix) whether the additional hours are in accordance with averaging terms of clause 13—~~Ordinary hours of work and rostering~~~~Ordinary hours of work and rostering~~ in this award inserted pursuant to section 63 of the [Act](#), that applies to the employee; and
- (x) any other relevant matter.

**29.2 Payment for overtime**

- (a) All work performed by an employee:
  - (i) in excess of or outside the hours mentioned in clause 13—~~Ordinary hours of work and rostering~~~~Ordinary hours of work and rostering~~, and clause 14—Special provisions for shiftwork employees; or
  - (ii) in excess of the employee’s ordinary hours, will be overtime and will be paid for at the rates in clause 29.2(b).

- (b) Overtime will be paid at the following rates:

	<b>Rate</b>
First 3 hours	150% of the overtime hourly rate
After 3 hours	200% of the overtime hourly rate

**29.3 Overtime work on a Saturday or a Sunday**

- (a) Except as otherwise provided, **200%** of the overtime hourly rate will be paid for all overtime work done on a Saturday or on a Sunday.
- (b) **Minimum engagement/payment for work on a Saturday or a Sunday**

An employee who has been notified by the employer of the requirement to work overtime on a Saturday (not being work which is continuous with work which commenced on a Friday) or on a Sunday and reports to work and is ready, willing and able to perform work, will be provided the following minimum engagements/payments at the rate of **200%** of the overtime hourly rate:

- (i) Saturday—2 hours or 2 hours pay;
- (ii) Sunday—4 hours or 4 hours pay.

- (c) **Overtime on a Saturday or Sunday—Shiftworkers**

Except as provided for in clause 13—~~Ordinary hours of work and rostering~~~~Ordinary hours of work and rostering~~, or clause 14—Special provisions for shiftwork employees, the provisions of clauses 29.3(a) and 29.3(b) will apply to a shiftwork employee provided that a shiftwork employee required to work overtime on a Saturday immediately after the finishing time of their ordinary working hours which commenced on a Friday will be paid in accordance with clause 29.2.

- (d) Printing or publishing department employees engaged in a daily newspaper office required to commence work after midnight on Friday will continue to work for the ordinary hours of that shift (but no later than 8.00 am) without payment of overtime.

**29.4 Work on a rostered day off**

Work on a rostered day off is overtime and is paid at the rate of **150%** of the overtime hourly rate for the first 3 hours and **200%** of the overtime hourly rate thereafter.

**29.5 Work on a public holiday**

An employee required to work on a public holiday will be paid at the rate prescribed in clause 37—Public holidays.

**29.6 Meal period during overtime**

- (a) An employee will not work overtime for longer than 5 hours without a meal period of half an hour.
- (b) Notwithstanding clause 29.6(a) where an employee working overtime can complete their work within 3 hours after their ordinary finishing time they may continue to work for that period without a break for a meal provided that they do not work for more than 6.5 hours from their previous meal break.
- (c) Where overtime is worked before the ordinary hour of commencing work and such overtime is of one and a half hours or more the employee will, within 5 hours of the commencement of such overtime, be required to take a meal period of half an hour without deduction of pay. Nothing in clause 29.6 will in any way affect the taking by the employee of their ordinary meal period prescribed by this award.

**29.7 10 hour break**

An employee who has worked overtime will be informed that they are entitled to and be granted a break of at least 10 hours between the time of finishing work and the time when they next commence work, and no deductions will be made from their pay because of any time lost by reason of this break. Where the employee is required to work before they have completed the break of 10 hours they will be paid at the rate of double time for all time worked until they have had a break of at least 10 hours.

**29.8 36 hour break**

- (a) An employee who is required to work more than 6 consecutive days if a day work employee, or 6 consecutive shifts if a shiftwork employee, without a clear interval from work of 36 hours after the 6<sup>th</sup> day or shift, must be paid double time for all work performed after the 6<sup>th</sup> day or shift until the employee has had such clear interval of 36 hours. If an employee is stood off for any period during the ordinary working week in order to allow a 36 hour break there will be no reduction in their weekly wage rate.
- (b) Notwithstanding clause 29.8(a) an employer and the majority of employees in the workplace or a section or sections of the workplace, may agree to a break

of 10 hours. Where this agreement is made an employee may not work more than 13 consecutive days without a minimum break of 36 hours before the employees next day's work or shift. Such an agreement must be recorded in the time and wages book. This is not subject to clause 7—Facilitative provisions.

- (c) An employer will not insist on the employee working where the employee discloses that the employee is not free to work and discloses a good reason for the inability to work.
- (d) The provisions of clause 29.8 will not apply where an agreement has been reached pursuant to clauses 13.3(e)(ii), 13.4(c)(ii) and 13.5(e)(ii) to introduce a 7 day shift operation.

## **29.9 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 29.9.
- (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 clause 29.9(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 29.9 is set out at Schedule E—~~Agreement for Time Off Instead of Payment for Overtime~~—~~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~~—~~Agreement for Time Off Instead of Payment for Overtime~~. An agreement under clause 29.9 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 29.9 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:

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- (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 29.9 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 clause 29.9(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 29.9 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 29.9 will apply, including the requirement for separate written agreements under clause 29.9(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 29.9 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 29.9.

### **30. Call-back**

- 30.1** Call-back applies when an employee is called back to perform work at a time when they would not ordinarily be at work and the employee has not been notified prior to last finishing work that they would be called back.
- 30.2** Except as otherwise provided in clauses 30.4 and 30.5, an employee called back will be paid one hour's ordinary pay for the call back and, in addition, will be paid as provided in clause 30.3.



- 30.3** All time worked on a call-back will be paid for at double ordinary hourly rates of pay with a minimum of 3 hours' work or payment at that rate instead.
- 30.4** In the event of an employee receiving a call-back and then, prior to commencing work, being informed by the employer that their services are not required for such call, the employee will, if they have:
- (a) left their place of residence, be paid in accordance with clause 30.3 as if they had in fact started work; or
  - (b) not left their place of residence, be paid one hour's ordinary pay.
- 30.5** The provisions of clause 30 will not apply where notification is given after the employee's last occurring working day immediately preceding a weekend or rostered period off greater than 48 hours that they are required to report for overtime work prior to their normal commencing time on the first working day after that weekend or rostered period off and such overtime work:
- (a) does not exceed 30 minutes; and
  - (b) is continuous with the commencement of their ordinary working time.

## **31. Stand-by for work**

- 31.1** A stand-by for work is that period of time when an employee is required by their employer to hold themselves in readiness to perform work outside of their ordinary working hours but is not required to be at their place of employment during that period of stand-by. Provided arrangements are made between the employer and the employee as to where the employee may be contacted by the employer and meet the employer's request to report for work if necessary or be released from standing by for work, the employee's movements during the period of stand-by will be unrestricted.
- 31.2** For all time an employee is required to stand-by for work they will be paid as follows:
- (a) weekly employees at the rate of the employee's minimum hourly rate as prescribed by this award; or
  - (b) casual employee, at the hourly rate prescribed in clause 11.2 for day work.
- 31.3** An employee required to stand-by for work at their place of employment will be paid as though they were working as follows:
- (a) if the stand-by is during ordinary hours of work, payment will be made at and be part of their ordinary wage; or
  - (b) if the stand-by is during overtime hours, the time will be included as part of their period of overtime and payment will be made at the appropriate rate of pay as prescribed in clause 29—Overtime and penalty rates.

## Part 6—Leave and Public Holidays

### 32. Annual leave

Clause 32.2 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [153] - [154]

Administrative change to clauses 32.5, 32.7(b)(ii), 32.7(b)(iii), 32.12(d), 32.12(e), 32.12(f), and 32.12(g) made by Modern Awards team

**32.1** Annual leave is provided for in the [NES](#). Casual employees are not entitled to paid annual leave.

**32.2** Notwithstanding clause 29.5, employees engaged in a daily newspaper office, in circumstances where they work the prescribed public holidays, may, by agreement between the employer and an employee or employees, be credited with an extra 2 weeks and 3 days' annual leave instead of any penalty provision as provided for by clauses 37.3 or 37.4. Where there is an agreement between an employer and an employee under clause ~~32~~37.2, clause 32.2 applies to the employee instead of clause 32.4.

### 32.3 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in the [NES](#) to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to 4 weeks' annual leave and 190 hours for a shiftworker as defined in clause 32.4).

### 32.4 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in the [NES](#), a **shiftworker** is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

### 32.5 Payment for period of annual leave

- (a) Instead of the **base rate of pay** as referred to in the [NES](#), an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) The wages due must be calculated on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including first aid and inserting allowances, loadings and any other wages payable under the employee's contract of employment including any over-award payment and if applicable, higher duties prescribed by clause 25—Higher duties.
- (c) Payment will exclude overtime, shift allowances, penalties for weekend work, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is ~~be~~ entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

**32.6 Electronic funds transfer (EFT) payment of annual leave**

Despite anything else in clause 32, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

**32.7 Annual leave loading**

(a) During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 32.5.

(b) The loading must be as follows:

**(i) Day work**

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to **17.5%** of the wages prescribed in clause 32.5.

**(ii) Shiftwork**

Notwithstanding clauses 32.5(b) ~~and~~ 32.5(c), an employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to **17.5%** of the wages prescribed in clause 32.5 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

**(iii) Night work in a newspaper office**

Notwithstanding clauses 32.5(b) and 32.5(c), an employee who would have worked on night work had they not been on leave must be paid a loading of **17.5%** plus an amount equal to the average of all night work allowances paid to the employee in a newspaper office over the whole of the qualifying period for the employee's annual leave.

**32.8 Excessive leave accruals: general provision**

NOTE: Clauses 32.8 to 32.10 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 32.4).

(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 32.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 32.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**32.9 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 32.8(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 32.9(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 32.8, 32.9 or 32.10 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 32.9(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 32.9(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 clause 32.9(d) may result in the direction ceasing to have effect. See clause 32.9(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.

**32.10 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 32.8(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 32.10(a) if:

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- (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 32.9(a) that, when any other paid annual leave arrangements (whether made under clause 32.8, 32.9 or 32.10 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 clause 32.10(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 32.8, 32.9 or 32.10 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 32.10(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 32.4) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 32.10(a).

### 32.11 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 32.11 is set out at Schedule F ~~Agreement to Take Annual Leave in Advance—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—Agreement to Take Annual Leave in Advance~~.

- (c) The employer must keep a copy of any agreement under clause 32.11 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 32.11, 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.

### 32.12 Annual close-down

Notwithstanding the [NES](#) and clause 32.8 an employer may close-down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than 4 weeks' notice of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and is also paid for that leave at the appropriate wage in accordance with clauses 32.5 and 32.7;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
- (d) any leave taken by an employee as a result of a close-down pursuant to clause 32.12~~32.11~~ also counts as service by the employee with their employer;
- (e) the employer may only close down the enterprise or part of it pursuant to clause 32.12~~32.11~~ for one or 2 separate periods in a year;
- (f) if the employer closes down the enterprise or part of it pursuant to clause 32.12~~32.11~~ in 2 separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days;
- (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 32.12~~32.11~~ for 3 separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- (h) the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

### 32.13 Payment of leave on termination of employment

On termination of employment, an employee must be paid for leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 32.5.

### 32.14 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.14.

- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 32.14.
- (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 32.14 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 32.14 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 32.14 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 32.14.

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 32.14.

NOTE 3: An example of the type of agreement required by clause 32.14 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out Schedule G—Agreement to Cash Out Annual Leave.

### **33. Personal/carer's leave and compassionate leave**

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

### **34. Parental leave and related entitlements**

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

### **35. Community service leave**

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

### 36. Unpaid family and domestic violence leave

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.

### 37. Public holidays

Administrative change to clauses 37.3, 37.3(a), 37.3(b), and 37.4 made by Modern Awards team – bold text removed from “as follows” – changes not tracked

**37.1** Public holidays are provided for in the [NES](#).

**37.2** Employees in a daily newspaper office who receive 6 weeks and 3 days’ annual leave will only be entitled to a paid day off on Christmas Day, Good Friday and a further day as prescribed below:

- New South Wales—the Tuesday after Easter Monday;
- Victoria—Melbourne Cup Day;
- Tasmania—Recreation Day.

**37.3** An employee required to work on a public holiday or a substitute day, as provided for in the [NES](#) or clause 37.5, will be paid as follows with a minimum payment of 4 hours:

For ordinary hours	250% of the ordinary hourly rate
For overtime	250% of the overtime hourly rate

Provided that:

(a) an employee required as an inserter in a non-daily newspaper office who is required to work on a public holiday will be paid as follows with a minimum payment of 2 hours:

For ordinary hours	250% of the ordinary hourly rate
For overtime	250% of the overtime hourly rate

(b) an employee engaged as a publishing employee in a non-daily newspaper office who is required to work on a public holiday will be paid as follows with a minimum payment of 3 hours:



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For ordinary hours	250% of the ordinary hourly rate
For overtime	250% of the overtime hourly rate

- 37.4** Where a weekly employee in a non-daily or regional daily newspaper office, other than an employee listed in clauses 37.3(a) and 37.3(b), is required to work on a public holiday they will be given a day off instead within 7 days of the holiday occurring or be paid as follows with a minimum payment of 4 hours:

For ordinary hours	200% of the ordinary hourly rate
For overtime	200% of the overtime hourly rate

Provided clause 37.4 applies instead of the provisions in clause 37.3.

### **37.5 Substitution of certain public holidays by agreement at the enterprise**

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) 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](#).

### **37.6 Rostered day off falling on public holiday**

- (a) Except as provided for in clauses 37.6(b) and 37.6(c) and where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and the day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
  - (i) 7 hours and 36 minutes' pay at the ordinary time rate; or
  - (ii) 7 hours and 36 minutes' extra annual leave; or
  - (iii) a substitute day off on an alternative week day.
- (b) Where an employee has credited time accumulated pursuant to clauses 13.3(a)(iii), 13.4(b)(iii), 13.5(b)(iii), 13.6(a)(ii) and 13.7(b) then the credited time should not be taken as a day off on a public holiday.
- (c) If an employee is rostered to take credited time accumulated pursuant to clauses 13.3(a)(iii), 13.4(b)(iii), 13.5(b)(iii), 13.6(a)(ii) and 13.7(b) as a day off on a week day and the week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d) Clauses 37.6(b) and 37.6(c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 37.6(a) applies to the days off.

**37.7 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**

**38. Consultation about major workplace change**

**38.1** 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.

**38.2** For the purposes of the discussion under clause 38.1(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.

**38.3** Clause 38.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**38.4** 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 38.1(b).

**38.5** In clause 38 **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.

**38.6** Where this award makes provision for alteration of any of the matters defined at clause 38.5, such alteration is taken not to have significant effect.

## **39. Consultation about changes to rosters or hours of work**

**39.1** Clause 39 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.

**39.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**39.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 39.2 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.

**39.4** The employer must consider any views given under clause 39.3(b).

**39.5** Clause 39 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **40. Dispute resolution**

**40.1** Clause 40 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**40.2** 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.

**40.3** If the dispute is not resolved through discussion as mentioned in clause 40.2, 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.

- 40.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 40.2 and 40.3, a party to the dispute may refer it to the Fair Work Commission.
- 40.5** 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.
- 40.6** 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.
- 40.7** 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 40.
- 40.8** While procedures are being followed under clause 40 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.
- 40.9** Clause 40.8 is subject to any applicable work health and safety legislation.

#### **41. Dispute resolution procedure training leave**

Clause 41.6 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [154]

- 41.1** Subject to the provisions of clause 41 a union delegate or duly elected employee representative will be entitled to up to 5 days' training leave with pay each calendar year, non-cumulative, to receive training directed at the enhancement of the operation of dispute settling procedures.
- 41.2** The amount of training leave an employer may be requested to approve per 12 month period will depend on the number of weekly employees employed and will be in accordance with the following table:

<b>Number of employees</b>	<b>Number of delegates or duly elected employee representatives</b>
1–10	1 (3 days training leave)
11–20	1 (5 days training leave)
21–30	2 (5 days training leave each)
31–50	3 (5 days training leave each)
51–90	4 (5 days training leave each)
more than 90	5 (5 days training leave each)

- 41.3** Training leave will be granted upon an application in writing to the employer requesting such leave. The application to the employer must include the nature, content and duration of the course to be attended.

- 41.4 The granting of leave pursuant to clause 41 will be subject to the employer being able to make adequate staffing arrangements among current employees during the period of the leave. However an employer must not use clause 41.4 to avoid an obligation under clause 41.
- 41.5 An employee must provide at least 4 weeks' notice of intention to take training leave, unless the employer agrees to a lesser period of notice.
- 41.6 While on training leave, the employee will be paid all ordinary time earnings. For the purposes of clause ~~41~~41.6, ordinary time earnings means the wage rate for the classification, over-award payment and shift loading which otherwise would be payable.
- 41.7 Training leave granted under clause 41 will count as service for all purposes of this award.
- 41.8 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided for in clause 41 will be the responsibility of the employee or the union.
- 41.9 Only employees who have completed 6 months' continuous service with their current employer will be eligible for such leave.

## Part 8—Termination of Employment and Redundancy

### 42. Termination of employment

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

#### 42.1 Notice of termination by an employee

- (a) Clause 42.1 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**

<b>Column 1</b> <b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</b> <b>Period of notice</b>
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

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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 42.1(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 42.1(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 42.1(b), then no deduction can be made under clause 42.1(d).
- (f) Any deduction made under clause 42.1(d) must not be unreasonable in the circumstances.

### 42.2 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 42.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 43. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

### 43.1 Transfer to lower paid duties on redundancy

- (a) Clause 43.1 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 43.1(c).
- (c) If the employer acts as mentioned in clause 43.1(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.

**43.2 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 43 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.

**43.3 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 43.3(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 43.3(b).
- (d) An employee who fails to produce proof when required under clause 43.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 42.2.

## Schedule A—Classification Definitions

The definitions for the classification levels are as follows:

### A.1 Level 1

An employee at this level is undertaking up to 38 hours of induction training. This does not restrict or limit the employment of new employees at a higher level should they be accepted as possessing experience or skills appropriate to a higher level.

An employee at this level:

- performs elementary routine duties of a repetitive nature;
- works under direct supervision;
- is aware of the tasks required at level 2;
- observes safe work practices;
- undertakes literacy and numeracy training (if required) to perform tasks functionally; and
- undertakes training so as to enable them to work at level 2.

On the completion of the required training, the employee will be reclassified to level 2.

### A.2 Level 2

Employees at this level perform work above the skills of an employee at level 1 to the level of their competence, skill and training.

An employee at this level will be capable of:

- having an orientation to machinery and equipment;
- assisting with preparation of basic machines;
- operating materials handling equipment;
- undertaking housekeeping and routine maintenance cleaning;
- having a basic knowledge of computer-controlled systems as it relates to their work;
- understanding and applying work health and safety practices and existing procedures applying in their work area at their level of training;
- understanding and applying existing work procedures applying in their work area to their level of training;
- following instructions;



- understanding quality standards of the enterprise applying in their work area;
- working under direct supervision to the level of training or skills held;
- being a member of and understanding operating guidelines of their workgroup/team; and
- potentially assisting in on-the-job training of others in their area by way of explanation and demonstration.

Indicative tasks at this level may include:

- assisting with make ready of basic machines;
- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- repetitive work of a basic nature such as maintaining simple records and single purpose functions as in manual folding, perforating, stacking, inserting and paging;
- housekeeping and routine maintenance cleaning.

### **A.3 Level 3**

Employees at this level perform work above the skills of an employee at level 2 to the level of their competence, skill and training.

An employee at this level will be capable of:

- following written or verbal instructions;
- having knowledge of computer controlled systems as it relates to their work area;
- understanding and applying existing work procedures applying in their area;
- performing housekeeping functions within immediate area; this may include lubricating equipment under direction;
- assisting in forward planning materials and equipment for next job;
- identifying quality variations;
- recognising when problems arise and referring appropriately in own work area;
- being a member of and understanding the operating guidelines of their work group/team;
- undertaking work prescribed on a task basis through written and verbal instructions and with continuous presence of a skilled operative;
- working under direct supervision; and
- assisting in the on-the-job training of others up to this level by way of explanation and demonstration in conjunction with skilled operators and supervisor.

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Indicative tasks at this level may include:

- routine setting, adjustment and operation of basic similar pieces of equipment such as plastic laminating machine;
- assisting with basic duties on a printing machine under direct supervision by cleaning, washing up of ink ducts, blankets and impression cylinders, stacking and removing delivery, stack on sheet fed press;
- applying work health and safety practices and environmental protection procedures;
- operating computer-controlled systems using basic keyboard skills as it relates to their work area;
- operating of non-licensed materials handling equipment;
- matching of product against quality standards within own work area;
- operating an envelope cutter and/or die cutter, marking and laying out;
- storing and packing of goods and materials in accordance with appropriate procedures and/or regulations, preparation and receipt of appropriate documentation, allocating and retrieving goods from specific warehouse areas, basic visual display unit operation, periodic housekeeping and stock checks; and
- assisting in the on-the-job training of others up to this level in conjunction with skilled operators and a supervisor.

### A.4 Level 4

Employees at this level perform work above the skills of an employee at level 3 to the level of their competence, skill and training. An employee at this level may have completed an AQF Certificate Level II or equivalent training qualification.

An employee at this level will be capable of:

- working to written instructions and issuing verbal instructions;
- forward planning materials and equipment required for next job;
- identifying quality variation by matching product against quality standard within own work area;
- understanding of routine and preventive maintenance procedures and applying them in their work;
- participating in and contributing to work group or team decision making, problem solving and team operating; and
- understanding the enterprise's production processes and products and the administrative and organisational procedures as they relate to the immediate work area.

Indicative tasks at this level may include:

- machine setting, adjustment and operation on a variety of equipment;
- applying work health and safety practices, environmental protection procedures;
- assisting in on-the-job training of others up to this level in conjunction with skilled adults and supervisors;
- lubricating of production machinery equipment;
- inventory and store/warehouse control including licensed operation of all appropriate materials handling equipment; use of tools and equipment within the warehouse; basic non-trades maintenance; visual display unit operation;
- operating computer controlled systems using intermediate keyboard skills as it relates to their work area; and
- maintaining established paper-based filing and records system in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitoring file locations.

## **A.5 Level 5**

Employees at this level perform work above the skills of an employee at level 4 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level III or equivalent training qualification.

An employee at this level will be capable of:

- understanding the enterprise's production process and products, and administrative and organisational procedures as they relate to the work area;
- providing informal on-the-job training to the level of their training and skill;
- identifying quality variations of products and/or materials in the production process for conformity with established production standards, making adjustments to maintain quality standards;
- having a working knowledge of routine and preventative maintenance procedures;
- solving straightforward problems based on set procedures or factual information;
- operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill;
- working under minimal supervision;
- exercising discretion, work guided by general work processes and procedures;
- being responsible for the work of others under their supervision;
- being a member of and understanding operating guidelines of a work group or team;
- working to written instructions and working to and issuing verbal instructions; and

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- understanding and applying OH&S and safe working practices and environmental protection in their own work area.

Indicative tasks at this level may include:

- setting, adjusting and operating a range of equipment in one of either pre-press, press or post-press areas;
- having a sound knowledge of the employer's operations as they relate to the production process;
- understanding and applying computer techniques as they relate to production process operations;
- making adjustments to maintain quality standards;
- forward planning material and equipment for next job;
- undertaking maintenance to the level of their training and accredited skill including lubrication, elementary diagnosis of faults, routine adjustments and reporting on worn or damaged parts;
- high level stores and inventory responsibility beyond the requirements of an employee at level 4;
- formatting complex documents including technical data, technical language, tables, graphics, design variable type face;
- producing documents requiring specific form or to comply with regulations or standards; and
- undertaking basic art and design to their level of training and accredited skill.

### A.6 Level 6

Employees at this level perform work above the skills of an employee at level 5 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level III or equivalent training.

An employee at this level will be capable of:

- having a general knowledge of enterprise processes and procedures impacting on their own area;
- providing on-the-job training to the level of their training and accredited skill;
- having knowledge of problem-solving techniques and procedures in their own area;
- identifying quality variations of products and/or materials in the production process for conformity with established production standards;
- making adjustments to maintain quality standards;
- exercising limited discretion, work guided by general work processes and procedures;

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- having a working knowledge of routine and preventive maintenance procedures;
- undertaking maintenance procedures;
- participating in, developing and implementing appropriate work health and safety and environmental protection practices in their area of work;
- participating in and contributing to work, group or team decision making, problem solving and team operation;
- being responsible for the work of others under their supervision; and
- working under minimal supervision.

Indicative tasks at this level may include:

- set up and operation of machines of a complex nature in one of either the pre-press, press or post-press area;
- forward planning materials and equipment for next job;
- making adjustments to maintain quality standards;
- providing trade guidance and assistance as part of a work team;
- operating a computer controlled system as an integral aspect of work to their level of training and accredited skill;
- undertaking maintenance procedures to the level of their training and skill including lubrication, elementary diagnosis of faults, routine adjustments and assisting with the replacement of parts and equipment;
- applying knowledge of desk-top publishing to integrate complex documents;
- maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports and stock movement; and
- undertaking intermediate art and design to their level of training and accredited skill.

### **A.7 Level 7**

Employees at this level perform work above the skills of an employee at level 6 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level III or equivalent training.

An employee at this level will be capable of:

- having the skills and knowledge to set up and operate machines of a complex nature in one of either pre-press, press or post-press areas; may have general knowledge of other functional areas impacting on their own;
- having a thorough knowledge of enterprise's processes and procedures impacting on own area;
- working under minimal supervision either individually or in a team;

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- operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill;
- undertaking routine and preventive maintenance to the level of their training and accredited skill;
- participating in, developing and implementing appropriate work health and safety and environmental protection practices in their area of work;
- co-ordinating work in a team environment; and
- identifying quality variations of products and/or materials in the production process for conformity with established production standards contributing to diagnosis of quality variations and making adjustments to maintain quality standards.

Indicative tasks at this level may include:

- set up, adjustment and operating of machines of a complex nature in one of either pre-press, press or post-press areas;
- providing trade guidance and assisting as part of a work team;
- assisting in the provision of training in conjunction with supervisors and trainers;
- removing and replacing specific assemblies in immediate work area;
- allocating tasks to team members in order to meet planned production requirements and being responsible for the work of others under their supervision;
- evaluating usefulness or applicability of software programs (using existing software programs) and recommending solutions to meet new or different application requirements;
- undertaking complex art and design to their level of training and accredited skill.

### A.8 Level 8

Employees at this level perform work above the skills of an employee at level 7 to the level of their competence, skill and training. An employee at this level may have completed a trade certificate, AQF Certificate Level IV or equivalent training.

An employee at this level will be capable of:

- having a thorough knowledge of production processes and procedures in own area and general knowledge of downline processes;
- working under minimal supervision and demonstrating a high level of proficiency;
- undertaking routine production scheduling and materials handling within the scope of their area of work to maintain planned production requirements;
- monitoring, evaluating and reporting quality variations within a broad work area;
- having a knowledge of process, problem solving techniques and procedures and exercising initiative and judgment in solving day-to-day operational problems;

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- exercising considerable discretion; work is guided by company precedents and policies; work procedures may be adopted to meet production requirements;
- operating a computer-controlled system as an integral aspect of routine work to their level of training and accredited skill;
- undertaking routine and preventative maintenance to the level of their training and accredited skill;
- removing and replacing assemblies/subassemblies to carry out cleaning and inspection of parts;
- participating in, developing and implementing appropriate work health and safety practices in the area of work; encouraging staff under their supervision to accept and enforce safety requirements;
- providing technical guidance and assistance to work, groups and teams;
- providing on-the-job training in conjunction with supervisors and/or trainers; and
- being responsible for the work of others under their supervision and has undertaken supervisory training.

Indicative tasks at this level may include:

- exercising high precision trade skills;
- exercising intermediate Computer-aided Design and Computer-aided manufacturing (CAD/CAM) skills in the performance of routine modifications to programs;
- creating or producing original design roughs or finished artwork from employer or clients' instructions, either manually or by computer;
- liaising and advising internal customers and employees outside the work team;
- operating and/or co-ordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk; and
- participating in problem solving techniques and procedures and exercising initiative and judgment in solving day-to-day operational problems.

**Schedule B—Summary of Monetary Allowances**

Administrative change to clause B.1.1 made by Modern Awards team

See clause 27—Allowances for full details of allowances payable under this award.

**B.1 Wage-related allowances**

**B.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly rate for Level 5 in clause 17—~~Minimum rates and classification structure~~~~Minimum rates and classification structure~~ = **\$862.50**.

Allowance	Clause	% of standard rate	\$	Payable
Junior apprentice proficiency payments—for the course requirement passed at that standard	19.3(a)(i)	0.86	7.42	per week
Junior apprentice proficiency payments—for the second course requirement passed at that standard—instead of <del>percentage amount</del> in clause 19.3(a)(i)	19.3(a)(ii)	1.72	14.84	per week
Junior apprentice proficiency payments—for the third course requirement passed at the standard—instead of <del>percentage amount</del> in clause 19.3(a)(ii)	19.3(a)(iii)	2.58	22.25	per week
Visual display terminal allowance <sup>1</sup>	27.2(b)(i)	5.00	43.13	per week
Inserting allowance <sup>1</sup>	27.2(c)	3.00	25.88	per week
First aid allowance	27.2(d)	2.03	17.51	per week

<sup>1</sup> These allowances apply for all purposes of this award.

**B.1.2 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.

**B.2 Expense-related allowances**

**B.2.1** The following expense-related allowances will be payable to employees in accordance with clause 27.3:

Allowance	Clause	\$	Payable
Meal allowance	27.3(a)	15.21	per occasion



### B.2.2 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:

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

## Schedule C—School-based Apprentices

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

## Schedule D—Supported Wage System

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

**D.2** In this schedule:

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

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

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

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

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://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 <u>D.5D.5</u> ) %	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 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

- H.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- H.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm 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 on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) An employee not rostered to work on the declared or prescribed part-day public holiday, 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.
  - (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.
- 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](#).

## **Schedule X—Additional Measures During the COVID-19 Pandemic**

Schedule X inserted as a result of [\[2020\] FWCFCB 1837](#); [PR718141](#).

**X.1** Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.

**X.2** During the operation of Schedule X, the following provisions apply:

### **X.2.1 Unpaid pandemic leave**

**(a)** Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.

**(b)** The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).

**(c)** An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

**(d)** A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.

**(e)** Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

### **X.2.2 Annual leave at half pay**

**(a)** Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.

**(b)** Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

**(c)** A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

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- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the Act.

NOTE 2: Under section 340(1) of the Act, an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the Act, an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the Act, a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.