



# DRAFT DETERMINATION

*Fair Work Act 2009*

s.156—4 yearly review of modern awards

## **4 yearly review of modern awards**

(AM2014/215)

### **TRANSPORT (CASH IN TRANSIT) AWARD 2010**

[MA000042]

Road transport industry

JUSTICE ROSS, PRESIDENT  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

*4 yearly review of modern awards – Transport (Cash in Transit) Award 2010 – modern award varied.*

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Transport (Cash in Transit) Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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# Transport (Cash in Transit) Award 20XX

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## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Transport (Cash in Transit) Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired or incurred under the award as it existed prior to that variation.

### 2. Definitions

In this award, unless the contrary intention appears:

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

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

**armoured vehicle** means a vehicle especially designed for payroll services, transportation of cash, bullion and valuables. The design will include armour plate windcreens and windows and the body specifications will be constructed to withstand armed attack from ordinary hand held weapons. An armoured vehicle will be fitted with air-conditioning or other temperature control system

**ATM** means automatic teller machine

**ATM work** means work which (in accordance with a condition of contract between an employer and the ATM proprietor) involves a crew in shutting down an ATM (disengaging the ATM from online status), performing a variety of tasks (e.g. removing of empty cartridges, inserting filled cartridges and clearing deposits lodged, purged notes and captured cards) and on completion returning the ATM to online status

**cash and other valuables** means cash, securities and other financial instruments, bullion and other precious goods and materials, including valuables such as gold and jewels and other commercially negotiable articles and/or transactions

**cash in transit industry** has the meaning given in clause 4.2

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

**employee** means national system employee within the meaning of the [Act](#)

**employer** means national system employer within the meaning of the [Act](#)

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

**mobile cash unit** means an armoured vehicle with note counting facilities, utilised out of capital cities for servicing country locations

**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-armoured (soft skin) vehicle** means a vehicle other than an armoured vehicle used in the transportation of cash and other valuables in either a covert or overt manner

**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 an employee's classification prescribed by this award, inclusive of the industry allowance. Where an employee is entitled to an additional all-purpose allowance, this allowance forms part of that employee's ordinary hourly rate

**public holiday** means a day identified as a public holiday in section 115 of the [Act](#)

**standard rate** means the minimum weekly rate prescribed for the classification of Armoured vehicle operator in clause 16.1

### 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

- 4.1 This industry award covers employers throughout Australia in the cash in transit industry and their employees in the classifications listed in clause 12—Classifications to the exclusion of any other modern award.

- 4.2** The **cash in transit industry** means the transport of cash and other valuables.
- 4.3** This award does not cover employees carrying out any cash in transit work as a minor or incidental part of other security work covered by a modern award, 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.
- 4.4** This award covers any employer which supplies labour on an on-hire basis in the cash in transit 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 that industry. Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5** This award covers employers which provide group training services for trainees engaged in the cash in transit industry and/or parts of that industry and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6** The 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 an award with occupational coverage.

## **5. Individual flexibility arrangements**

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or

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- (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.

**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 30—Dispute resolution.

## **7. Facilitative provisions**

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

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

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
10.3	Part-time employees—ordinary hours of work	An individual
14.2(a)(iii)	Providing for a normal rostered day off	An individual
14.2(b)(iv)	Providing for other than a normal rostered day off	An individual or majority
21.2(c)	Shiftwork rosters	The majority of employees
21.7	Variation of rosters	The majority of employees
21.14(c)	Shiftworkers’ meal breaks	An individual
20.2	Time off instead of payment for overtime	An individual
22.5	Annual leave in advance	An individual
22.9	Cashing out of annual leave	An individual
27.4	Substitution of public holidays by agreement	An individual

## **Part 2—Types of Employment and Classifications**

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

**8.1** Employees will be engaged in one of the following categories:

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

**8.2** At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual. The decision will then be recorded in a time and wages record.

### **9. Full-time employees**

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

### **10. Part-time employees**

**10.1** A part-time employee:

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- (a) is engaged to work an average of less than 38 ordinary hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

**10.2** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times each day.

**10.3** Despite clause 10.2, a part-time employee may agree to work up to 38 ordinary hours per week at ordinary rates of pay provided such an arrangement is mutually acceptable to the employer and employee.

**10.4** A part-time employee employed under the provisions of clause 10 must be paid for ordinary hours worked at the ordinary hourly rate prescribed for the class of work performed.

**10.5** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be employed as a casual employee.

## **11. Casual employees**

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

**11.2** A casual employee's ordinary hours of work are the lesser of 38 hours per week or the hours required to be worked by the employer.

**11.3** Upon engaging a person for casual employment, the employer must inform the employee:

- (a) that they are to be employed as a casual;
- (b) their duties;
- (c) the actual or likely number of hours required (without the employee being guaranteed to work those hours); and
- (d) the relevant rate of pay.

## **11.4 Casual loading**

- (a) For each hour worked, a casual employee must be paid:
  - (i) the ordinary hourly rate and rates payable for shift and weekend work on the same basis as a weekly employee; and

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(ii) a loading of 25% of the ordinary hourly rate,  
for the classification in which they are employed.

(b) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.

**11.5** A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

### **11.6 Conversion of casual 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 12 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.

(b) An employer of such an employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having completed such period of 12 months.

(c) The employee retains the right of election under this clause even if the employer fails to comply with clause 11.6(b).

(d) A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(e) Any casual employee who has a right to elect under clause 11.6(a), upon receiving notice under clause 11.6(b) or after the expiry of the time for giving such notice, may give four 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 four weeks of receiving such notice the employer must either consent to or refuse the election but must not unreasonably so refuse.

(f) A casual employee who has elected to be converted to a full-time employee or a part-time employee may only revert to casual employment by written agreement with the employer.

(g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 11.6(a), the employer and employee in accordance with this subclause, and subject to clause 11.6(c), must discuss and agree upon:

(i) which form of employment the employee will convert to, that is, 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 10.
- (h) 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 upon between the employer and employee.
- (i) Following such agreement being reached, the employee must convert to full-time or part-time employment.
- (j) Where, in accordance with clause 11.6(e) 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.
- (k) An **irregular casual employee** is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.

## 12. Classifications

The definitions for classifications referred to in clause 16.1 are set out below:

- 12.1 **Escort** means an employee who has completed the required training and is qualified to perform Escort duties as part of an armoured vehicle crew, but this does not include driving an armoured vehicle.
- 12.2 **Armoured vehicle operator** means an employee qualified to drive the necessary vehicles and who holds relevant licences and has satisfactorily completed all required training and is employed as such. An Armoured vehicle operator must be capable of performing the duties of an escort.
- 12.3 **Crew leader** means an employee responsible for and in charge of the crew, contents and vehicle and on-the-job training. A Crew leader must be capable of performing all duties of the crew and employed as such.
- 12.4 **Non-armoured (soft skin) vehicle operator** means an employee qualified to drive the necessary vehicles and who holds relevant licences and has satisfactorily completed all required training and is employed as such.

## 13. Employer and employee duties

- 13.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.

- 13.2** Employees within each classification are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 13.3** An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 13.4** The employer must provide all gear necessary for the unloading of vehicles and the securing of loads on those vehicles.

## **Part 3—Hours of Work**

### **14. Ordinary hours of work**

#### **14.1 Ordinary hours and roster cycles**

- (a) The ordinary hours of work will average 38 hours per week.
- (b) An employee's ordinary hours may be averaged over a period of up to 28 consecutive days.
- (c) Subject to the other provisions of this award the ordinary hours of work are to be worked continuously (except for meal breaks) between 6.00 am and 6.00 pm, on any day Monday to Friday and must not exceed 8 hours per day.

#### **14.2 Method of working ordinary hours**

Ordinary hours of work may be worked by either of the following methods:

##### **(a) Providing for a normal rostered day off**

- (i) An employer may require an employee to work to a roster drawn up in each depot, yard or garage which provides for 19 days, each of 8 hours, over a continuous 4 week period.
- (ii) Each employee will take their rostered day off in accordance with this roster.
- (iii) An employee's normal rostered day off may be changed during a roster period by:
- agreement between the employer and employee; or
  - by the employer giving at least 48 hours' notice of the alteration.
- (iv) Rostered days off may be accumulated to a maximum of 10 days over a 40 week period.

**(b) Providing for other than a normal rostered day off**

An employer may require an employee to work ordinary hours over 5 days, Monday to Friday inclusive, of no more than 7 hours and 36 minutes continuously (except for meal breaks) where the employer:

- (i) operates 3 or less vehicles at a particular yard, depot or garage;
- (ii) has entered into arrangements with a client for the provision of transport services on a permanent basis extending over each of the 5 days of the week, Monday to Friday inclusive and these arrangements would be prejudiced by the requirement that rostered days off be taken on any day or all of the days of the week;
- (iii) operates in such a manner that it is necessary for particular employees to work 5 days of each week Monday to Friday inclusive, and these operations would be prejudiced by the requirement that rostered days off be taken on any day or all of the days of the week; or
- (iv) has reached a written agreement with the employee concerned or with a majority of employees in the workplace or part of it which requires the employee(s) to work ordinary hours over 5 days, Monday to Friday inclusive, of no more than 7 hours and 36 minutes continuously (except for meal breaks).

**14.3 Make-up time**

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

**14.4 Start times**

- (a) A regular starting time for each employee is to be fixed by the employer.
- (b) Where an employer wants to vary or change the regular starting time of an employee, the employer must give one week's notice of such variation or change to the employee concerned.

**15. Meal breaks**

**15.1 Unpaid meal break**

- (a) An employee, other than a shiftworker, is allowed an unpaid meal break of a regular length of between 40 minutes and one hour.
- (b) The unpaid meal break must commence no earlier than 3.5 hours and no later than 5.5 hours after the employee's fixed starting time of ordinary hours of work.
- (c) The meal break may be arranged to be in balance with the ordinary hours of work, where it is reasonable and practicable.

- (d) If an employee is unable to take a meal break, the time worked after 5.5 after the fixed starting time, will be paid at **200%** of the ordinary hourly rate until the meal break is taken.
- (e) The entitlement to the penalty in clause 15.1(d) is not in addition to any other penalty. Where more than one penalty or loading is payable, the employee will receive the highest payment only.

**15.2 Break inside armoured vehicle**

- (a) Where an employee is required to remain inside an armoured vehicle at the direction of their employer for security reasons for part of the meal break, the employee will be paid at the rate of time and a half for the time spent inside the vehicle.
- (b) The duration of the meal break must be one hour to enable all members of the vehicle’s crew to have some portion of their meal break outside the vehicle if they desire.

**Part 4—Wages and Allowances**

**16. Minimum rates**

**16.1 Minimum rates**

An employer must pay employees the following minimum rates for ordinary hours worked by the employee:

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee) \$</b>	<b>Minimum hourly rate \$</b>
Escort	804.30	21.17
Non-armoured (soft skin) vehicle operator	804.30	21.17
Armoured vehicle operator	814.20	21.43
Crew leader	851.80	22.42

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

**16.2 Higher duties**

An employee who performs 2 or more classes of work on any one day, must be paid at the rate for the highest applicable class of work for all time worked on that day.



### 16.3 Supported wage system

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

### 16.4 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX* is to be read as referring to the *Transport (Cash in Transit) Award 20XX* and not the *Miscellaneous Award 20XX*.

## 17. 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.

**17.1** Wages will be paid either weekly or fortnightly by cheque or electronic funds transfer. Payment will be no later than Thursday in the pay week. Where a public holiday falls in that week, payment will be made by Friday. Where a public holiday falls on a Friday, payment will be made no later than Wednesday of that week.

### 17.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
  - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 17.2(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: Clause 17.2(b) allows the Commission to make an order delaying the requirement to make a payment under clause 17.2. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer

makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## 18. 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

**18.1** Employers must pay to an employee the allowances the employee is entitled to under clause 18. See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 18.2 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 paid for all purposes under this award:

- (i) Industry allowance (clause 18.2(b)); and
- (ii) Mobile cash unit allowance (clause 18.2(c)).

#### (b) Industry allowance

- (i) All employees covered by this award will be paid an industry allowance of **\$56.75** per week. This allowance is paid for all purposes of the award.
- (ii) The industry allowance is paid in total recognition of the unique features associated with the cash in transit industry. These features include but are not restricted to the requirement to:
  - work for continuous lengthy periods inside an armoured vehicle;
  - obtain and abide by security and firearm licences;
  - handle and manage the collection and distribution of valuable items; and
  - adhere to strict security operating procedures as laid down from company to company.

These industry features may vary from workplace to workplace.

**(c) Mobile cash unit allowance**

- (i)** An employee working in mobile cash units must be paid an allowance of **\$47.06** per week. This allowance is paid for all purposes of the award.
- (ii)** The mobile cash unit allowance is paid in total recognition of the additional responsibilities attached to the operation of mobile cash units. These responsibilities include but are not restricted to:
  - the necessity to engage in note counting while mobile and using specialised equipment for that purpose; and
  - processing of collections and drop offs together with the additional and more onerous clerical tasks attached to the operation of mobile cash units.

**(d) First aid allowance**

An employee appointed by the employer to perform first aid must be paid an allowance of **\$13.03** per week.

**(e) ATM allowance**

An employee engaged in performing ATM work will be paid an allowance of **\$7.33** per day for those days in which ATM work is carried out. This allowance is not an all-purpose allowance and is to be paid only to crews actually engaged in ATM work.

**18.3 Expense-related allowances**

**(a) Articles of clothing**

- (i)** Where an employee is required by law or by the employer to wear any special uniform, cap, overall or other articles, the employer must reimburse the employee for the cost of purchasing and laundering the special clothing (excluding the laundering of shirts). This provision does not apply where the special clothing is provided and laundered by the employer.
- (ii)** Where the employer requires the employee to work continuously in conditions in which, because of their nature, the employee's clothing would otherwise become saturated, the employer must reimburse the employee for the cost of purchasing suitable protective clothing. This provision does not apply where the suitable protective clothing is provided by the employer.
- (iii)** Where an employee is reimbursed the cost of clothing under this provision, the clothing will be the property of the employer, and the employee will be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

**(b) Insurance policy allowance**

Where the employee is required to arrange an insurance policy to cover the risk of armed assault, the employer must reimburse the employee for the cost of the insurance policy. This provision does not apply where the insurance policy is provided by the employer.

**(c) Meal allowance**

An employee who is required to continue working after 6.00 pm on Monday to Friday inclusive or after 1.00 pm on Saturday, other than because of the employee's own default or delay, will be paid **\$16.16** as a meal allowance.

**(d) Aviation Security Identity Card (ASIC)**

Where an employee is required by law to obtain an Aviation Security Identity Card to access any Australian airport facilities to perform their work, the cost of the application fee and any other related expenses necessarily and actually incurred will be reimbursed by the employer.

**(e) Maritime Security Identity Card (MSIC)**

Where an employee is required by law to obtain a Maritime Security Identity Card to access any maritime security zone to perform their work, the cost of the application fee and any other related expenses necessarily and actually incurred will be reimbursed by the employer.

**(f) Travelling allowances**

**(i)** An employee required to travel on duty or on work where the employee is unable to return home at night must be paid the expenses reasonably incurred in travelling. The minimum amount payable is **\$41.04** on any day.

**(ii)** An employee who is prevented from returning with the employee's armoured vehicle to the yard, depot or garage from which the employee started must be paid:

- any travelling expenses incurred; and
- at ordinary rates for the time the employee reasonably takes to get home beyond the time it would ordinarily have taken to get home from the yard, depot or garage.

**(iii)** Where an employer transfers an employee, after the employee commences work, from the place from which the employee usually works to another place, fares to and from the altered place must be paid by the employer to the employee, except when transported by the employer.

## **19. Superannuation**

### **19.1 Superannuation legislation**

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

### **19.2 Employer contributions**

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

### **19.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.1.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

### **19.4 Superannuation fund**

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

- (a) TWUSUPER; or

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

#### 19.5 Absence from work

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

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

### Part 5—Overtime and Penalty Rates

#### 20. Overtime

##### 20.1 Payment for overtime

All work done outside ordinary hours will be paid at **150%** of the ordinary hourly rate for the first 2 hours and **200%** of the ordinary hourly rate after 2 hours. This **200%** rate will continue until the completion of the overtime work. In computing overtime each day's work will stand alone, except as otherwise provided in clause 20.

##### 20.2 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.2.
- (c) An agreement must state each of the following:

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- (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 20.2(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 20.2 is set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.2 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 20.2(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.2 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



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employee. If the employer agrees to the request then clause 20.2 will apply, including the requirement for separate written agreements under clause 20.2(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.2.

### 20.3 Rest period after overtime

- (a) When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day, that the employee does not have at least 8 consecutive hours off duty between those times, will, subject to clause 20.3, be released after completion of the overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) If, on the instruction of the employer, an employee resumes or continues work without having had 8 consecutive hours off duty, the employee is entitled to:
  - (i) be paid at **200%** of the ordinary hourly rate until released from duty for the period; and
  - (ii) will then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

### 20.4 Call-back

- (a) An employee recalled to work overtime after leaving the employer's yard, depot or garage (whether notified before or after leaving the yard, depot or garage) will be paid for a minimum of 4 hours work at the appropriate rate for the first recall, and a minimum of 2 hours for each subsequent recall. The employee will not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period except in the case of unforeseen circumstances.



- (b) Clause 20.4 does not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in circumstances specified in clause 20.4 will not be regarded as overtime for the purpose of clause 20.3 where the actual time worked is less than 4 hours on the recall or 2 hours on a subsequent recall.

## 20.5 Saturday work

An employee required to work overtime on a Saturday will be afforded at least 4 hours' work, or be paid for 4 hours' work at the appropriate rate, except where the overtime is continuous with overtime commenced on the previous day.

## 20.6 Sunday work

An employee who works on Sunday will be paid **200%** of the ordinary hourly rate with a minimum payment of 4 hours pay. Where work continues from Saturday to Sunday the minimum payment is not cumulative. Work done on a Sunday stands alone.

## 20.7 Stand-by

An employee who is required to remain in readiness for work after ordinary hours, will be paid stand-by time at ordinary rates from the time the employee is told to remain in readiness until the employee is released from stand-by or commences work.

## 20.8 Transport of employees

Where an employee after having worked overtime finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with transport home, or pay the employee's ordinary hourly rate for the time reasonably occupied in reaching home.

# 21. Shiftwork

## 21.1 Definitions

- (a) **Day shift** means a shift which commences at 6.00 am or later, and finishes at or before 6.30 pm.
- (b) **Afternoon shift** means a shift which finishes after 6.30 pm but no later than 12.30 am.
- (c) **Night shift** means a shift which finishes after 12.30 am and at or before 8.30 am.
- (d) **Continuous work** means work carried on with continuous shifts of workers throughout the 24 hours of each of at least 6 consecutive days without

interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

- (e) **Rostered shift** means a shift for which the employee concerned has had at least 48 hours notice.
- (f) **Permanently working:** an employee is deemed to be, and to have been, permanently working an afternoon shift, or night shift, or combination of night and afternoon shifts if:
  - (i) the employee works on an afternoon, or night shift or combination of these shifts, without rotating or alternating with another shift or with day work so as to give the employee at least one third of working time off that afternoon or night shift;
  - (ii) the employee remains on an afternoon or night shift only, or combination of afternoon or night shifts, for a period longer than 4 consecutive weeks; or
  - (iii) the employee is specifically engaged to work on an afternoon or night shift only, or on a combination of afternoon and night shifts only.
- (g) **Shiftwork** means work extending for at least 2 weeks and performed either in daily recurrent periods, wholly or partly between the hours set out in the definitions or in regular rotating periods.

## 21.2 Shiftwork rosters

- (a) The hours of work of employees on shiftwork will be an average of 38 per week. Subject to the exemptions provided below, the ordinary hours of work will not exceed 8 continuous hours per day (except for rest breaks) and will be worked on one of the following bases:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days;
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days;
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The hours of work will be implemented in the manner provided for in clauses 14.1 to 14.3 and will be subject to the provisions of that clause.
- (c) There will be a roster which provides for rotation, unless it is agreed otherwise by the employer and majority of employees in the workplace or part of it.
- (d) Shift rosters will specify the commencing and finishing times of ordinary hours of respective shifts. A copy of the shift roster will be kept posted in a prominent place. The roster will not be altered unless 7 days' notice is given.

- 21.3 Any shift which commences on or after 11.00 pm on a Sunday will be deemed to be part of the Monday shift and paid accordingly.

**21.4 Rest break**

A rest break of 20 minutes will be allowed on each shift. The rest break on any shift will be at the time fixed by the employer and will not be varied except in an emergency and with the consent of the employee. However, an employee is not required to work more than 5.5 hours without a rest break.

**21.5 Change to existing shift rosters**

An employer must give 48 hours’ notice to an employee of any change of shift. If the employer fails to give such notice overtime rates will be paid for work done outside the ordinary shift hours within 48 hours of the time notified of the change.

**21.6 Transfer of day worker to or from shiftwork**

- (a) Day workers, who have had at least 10 hours off duty immediately before commencing or after ceasing shiftwork may be transferred to or from shiftwork on 48 hours’ notice. If this notice is not provided, the employee will be paid overtime rates for all work done outside their previous ordinary working hours within 48 hours’ of the time notified of the change.
- (b) Where it is necessary to transfer a day worker to replace a shiftworker who fails to report for duty or who, for any reason is unable to continue duties, clause 21.6(a) will not apply, and the position will be deemed to be covered by clause 21.5.

**21.7 Variation of rosters**

The method of working shifts and the time of commencing and finishing shifts may in any case be varied by agreement between the employer and the majority of employees in the workplace or part of it to suit the circumstances of the establishment.

**21.8 Shiftwork rates—shiftworkers**

Shiftworkers must be paid the following shift allowances for all ordinary hours of shift worked during the following periods:

Shift	Shift rates	Casual shift rates
	% of ordinary hourly rate	
<b>Afternoon shift</b>		
Rotating afternoon shift	115	140
Permanently working afternoon shift	117.5	142.5
Afternoon shift (where continues for fewer than 5 consecutive afternoons)		
—first 3 hours	150	175
—after 3 hours	200	225

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<b>Shift</b>	<b>Shift rates</b>	<b>Casual shift rates</b>
	<b>% of ordinary hourly rate</b>	
<b>Night shift</b>		
Rotating night shift	120	145
Permanently working night shift	130	155
Night shift (where continues for fewer than 5 consecutive nights)		
—first 3 hours	150	175
—after 3 hours	200	225
Permanently working alternate night and afternoon shift:		
—when on afternoon shift	117.5	142.5
—when on night shift	130	155

**21.9 Work on Saturday, Sunday or public holidays—shiftworkers**

- (a) Shiftworkers will be paid the following penalty rates for work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday:

<b>Shift</b>	<b>Penalty rate</b>	<b>Casual penalty rate</b>
	<b>% of ordinary hourly rate</b>	
Saturday	150	175
Sunday	200	225
Public holidays in accordance with 27.1	250	275

- (b) The penalty rates prescribed by clause 21.9 for work on a Saturday, Sunday or public holiday are payable instead of the shift rates prescribed in clause 21.8.
- (c) Shiftworkers who work on an afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights will be paid at the rate of time and a half for the first 3 hours and double time after that for each shift.

**21.10 Rate when shift extends beyond midnight**

Despite anything in clause 21, each shift will be paid for at the rate applicable to the day on which the major portion of the shift is worked.

### 21.11 Public holidays

A shift will be deemed to have been worked on a public holiday where the major portion of the shift is worked on that day.

### 21.12 Daylight saving

For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

### 21.13 Shiftwork overtime

(a) For all time worked outside or in excess of the ordinary shift hours or on a shift other than rostered shift, shiftworkers will be paid at **150%** of the ordinary hourly rate for the first 2 hours and **200%** of the ordinary hourly rate after that except in cases where the time is worked:

- (i) by arrangement between employees themselves;
- (ii) for the purpose of effecting the customary rotation of shifts; or
- (iii) where it is due to the fact that the relief employee does not come on duty at the proper time. However, if:
  - the relieving employee provides less than 8 hours' notice to the employer that they will be absent from work; and
  - the employee who is to be relieved is not relieved,

the unrelieved employee will be paid at a rate of **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate after that for all time on duty after the unrelieved employee's ordinary time has finished.

(b) Nothing contained in clause 21.3 limits the right of an employer to enforce punctual and regular attendance at work.

### 21.14 Shiftworkers' meal breaks

- (a) All shiftworkers while working on day, afternoon or night shift are entitled to a paid meal break of 20 minutes.
- (b) Unless the period of overtime is less than one and a half hours, an employee before starting overtime and after completing their ordinary hours is allowed a meal break of 20 minutes which is paid for at ordinary hourly rate.
- (c) An employer and employee may agree to any variation of this provision to meet the circumstances of the work at hand, however the employer is not required to make any payment in respect of any time allowed in excess of 20 minutes.

## Part 6—Leave and Public Holidays

### 22. Annual leave

22.1 Annual leave is provided for in the [NES](#). Annual leave does not apply to casual employees.

### 22.2 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.

### 22.3 Payment for annual leave

Before the start of the employee's annual leave the employer must pay the employee:

- (a) the wages the employee would have received in respect of the ordinary hours the employee would have worked had they not been on leave during the relevant period, including loadings, penalties and allowances which are paid for all purposes but excluding overtime; and
- (b) an additional loading of **17.5%** of the minimum rate prescribed in clause 16.1.

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 entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

### 22.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 22, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

### 22.5 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 22.5 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no

requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.5 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 22.5, 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.

## 22.6 Excessive leave accruals: general provision

NOTE: Clauses 22.6 to 22.8 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 22.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

## 22.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 22.7(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 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and



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- (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 22.7(a) that is in effect.
  - (d) An employee to whom a direction has been given under clause 22.7(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 22.7(d) may result in the direction ceasing to have effect. See clause 22.7(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.

### **22.8 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 22.8(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 22.7(a) that, when any other paid annual leave arrangements (whether made under clause 22.6, 22.7 or 22.8 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 22.8(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 22.6, 22.7 or 22.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or



- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 22.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 22.8(a).

## 22.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.9.
- (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 22.9 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 22.9 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 22.9 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 22.9.

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 22.9.

NOTE 3: An example of the type of agreement required by clause 22.9 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.

**23. Personal/carer’s leave and compassionate leave**

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

**24. Parental leave and related entitlements**

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

**25. Community service leave**

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

**26. 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.

**27. Public holidays**

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

**27.2** An employee who is required to work on a public holiday must be paid at **250%** of the ordinary hourly rate. A shiftworker required to work on a public holiday will be paid in accordance with clause 21.9.

**27.3** An employee required to work on a public holiday must be paid for a minimum of 4 hours’ work.

**27.4 Substitution of public holidays by agreement**

(a) (a)(b)—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](#).

#### 27.5 Part-day public holidays

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

## Part 7—Consultation and Dispute Resolution

### 28. Consultation about major workplace change

28.1 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.

28.2 For the purposes of the discussion under clause 28.1(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.

28.3 Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

28.4 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 28.1(b).

28.5 In clause 28 **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.

**28.6** Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

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

**29.1** Clause 29 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.

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

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

- (a) provide to the employees and representatives mentioned in clause 29.2 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.

**29.4** The employer must consider any views given under clause 29.3(b).

**29.5** Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **30. Dispute resolution**

**30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**30.2** 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.

- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, 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.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** 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.
- 30.6** 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.
- 30.7** 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 30.
- 30.8** While procedures are being followed under clause 30 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.
- 30.9** Clause 30.8 is subject to any applicable work health and safety legislation.

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

- 31.1** Subject to clause 31.7, an eligible employee representative will be entitled to, and the employer will grant, up to 5 days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the [Act](#), or with any relevant agreement which provides it is to be read in conjunction with this award.
- 31.2** An eligible employee representative must give the employer 6 weeks' notice of the employee's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer agrees to accept.
- 31.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 31.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 31.5** An employee representative taking such leave must be paid all ordinary time earnings which normally become due and payable during the period of leave.

**31.6** Leave of absence granted pursuant to clause 31 will count as service for all purposes of this award.

**31.7** For the purpose of clause 31, an eligible employee representative:

- (a) may be a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in a workplace generally or collectively for all or part of a workplace for the purpose of representing those employees in the dispute resolution procedure; and
- (b) is within the class and number of representatives entitled from year to year to take paid dispute resolution procedure training leave according the following quota table:

No. of full-time plus part-time employees at enterprise or workplace	Max no. of eligible employee reps entitled per year
5–15	1
16–30	2
31–50	3
51–90	4
More than 90	5

## Part 8—Termination of employment and Redundancy

### 32. Termination of employment

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

#### 32.1 Notice of termination by an employee

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

**Table 1—Period of notice**

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

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

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

### 32.2 Job search entitlement

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

## 33. Redundancy

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

### 33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:

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

### 33.2 Employee leaving during redundancy notice period

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

### 33.3 Job search entitlement

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



## Schedule A—Summary of Hourly Rates of Pay

### A.1 Ordinary hourly rate

**A.1.1 Ordinary hourly rate** includes the industry allowance (see clause 18.2(b)) which is payable for all purposes.

**A.1.2** Where an additional allowance is payable for all purposes in accordance with clause 18.2(b), this forms part of the employee’s ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime. Consistent with clause A.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

### A.2 Full-time and part-time employees

**A.2.1 Full-time and part-time employees other than shiftworkers—ordinary, overtime and penalty rates**

	Ordinary hours	Overtime outside ordinary hours		Sunday	Public holiday
		First 2 hours	After 2 hours		
% of ordinary hourly rate <sup>1</sup>					
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Escort	22.66	33.99	45.32	45.32	56.65
Non-armoured (soft skin) vehicle operator	22.66	33.99	45.32	45.32	56.65
Armoured vehicle operator	22.92	34.38	45.84	45.84	57.30
Crew leader	23.91	35.87	47.82	47.82	59.78

<sup>1</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

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**A.2.2 Full-time and part-time shiftworkers—ordinary and penalty rates**

		Rotating afternoon	Permanent or permanently working alternate shifts		Rotating night	Non continuous afternoon or night <sup>1</sup>		Saturday	Sunday	Public holiday
			On afternoon	On night		First 3 hours	After 3 hours			
<b>% of ordinary hourly rate<sup>2</sup></b>										
	<b>100%</b>	<b>115%</b>	<b>117.5%</b>	<b>130%</b>	<b>120%</b>	<b>150%</b>	<b>200%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
Escort	22.66	26.06	26.63	29.46	27.19	33.99	45.3 2	33.99	45.3 2	56.65
Non-armoured (soft skin) vehicle operator	22.66	26.06	26.63	29.46	27.19	33.99	45.3 2	33.99	45.3 2	56.65
Armoured vehicle operator	22.92	26.36	26.93	29.80	27.50	34.38	45.8 4	34.38	45.8 4	57.30
Crew leader	23.91	27.50	28.09	31.08	28.69	35.87	47.8 2	35.87	47.8 2	59.78

<sup>1</sup> **Non continuous afternoon or night** means afternoon or night shift which does not continue for at least 5 consecutive afternoon or nights.

<sup>2</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

**A.2.3 Full-time and part-time shiftworkers—overtime rates**

	Overtime		Public holiday	Unrelieved employees	
	First 2 hours	After 2 hours		First 3 hours	After 3 hours
<b>% of ordinary hourly rate<sup>1</sup></b>					
	<b>150%</b>	<b>200%</b>	<b>250%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Escort	33.99	45.32	56.65	33.99	45.32
Non-armoured (soft skin) vehicle operator	33.99	45.32	56.65	33.99	45.32
Armoured vehicle operator	34.38	45.84	57.30	34.38	45.84
Crew leader	35.87	47.82	59.78	35.87	47.82

<sup>1</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

### A.3 Casual employees

#### A.3.1 Casual employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Sunday	Public holiday
	% of ordinary hourly rate <sup>1</sup>		
	125%	225%	275%
	\$	\$	\$
Escort	28.33	50.99	62.32
Non-armoured (soft skin) vehicle operator	28.33	50.99	62.32
Armoured vehicle operator	28.65	51.57	63.03
Crew leader	29.89	53.80	65.75

<sup>1</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

#### A.3.2 Casual shiftworkers—ordinary and penalty rates

	Ordinary hours	Rotating afternoon	Permanent or permanently working alternate shifts		Rotating night	Non continuous afternoon or night <sup>1</sup>		Saturday	Sunday	Public holiday
			On afternoon	On night		First 3 hours	After 3 hours			
	% of ordinary hourly rate <sup>2</sup>									
	125%	140%	142.5%	155%	145%	175%	225%	175%	225%	275%
Escort	28.33	31.72	32.29	35.12	32.86	39.66	50.99	39.66	50.99	62.32
Non-armoured (soft skin) vehicle operator	28.33	31.72	32.29	35.12	32.86	39.66	50.99	39.66	50.99	62.32
Armoured vehicle operator	28.65	32.09	32.66	35.53	33.23	40.11	51.57	40.11	51.57	63.03
Crew leader	29.89	33.47	34.07	37.06	34.67	41.84	53.80	41.84	53.80	65.75

<sup>1</sup> **Non continuous afternoon or night** means afternoon or night shift which does not continue for at least 5 consecutive afternoon or nights.

<sup>2</sup> **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes. Any additional all-purpose allowances applicable need to be added to these rates.

## Schedule B—Summary of Monetary Allowances

See clause 18—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 the classification of an Armoured vehicle operator in clause 16.1—Minimum rates = **\$814.20**

Allowance	Clause	% of standard rate	\$	Payable
Industry allowance <sup>1</sup>	18.2(b)	6.97	56.75	per week
Mobile cash unit allowance <sup>2</sup>	18.2(c)	5.78	47.06	per week
First aid allowances	18.2(d)	1.60	13.03	per week
ATM allowance	18.2(e)	0.90	7.33	per day

<sup>1,2</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 allowance will be payable to employees in accordance with clause 18.3:

Allowance	Clause	\$	Payable
Meal allowance—work continuing after 6.00 pm weekdays or 1.00 pm Saturdays	18.3(c)	16.16	per occasion
Travelling allowance—minimum per day	18.3(f)	41.04	per day

### B.2.2 Adjustment of expense-related allowances

(a) At the time of any adjustment to the [standard rate](#), each expense-related allowance must 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.

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- (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
Travelling allowance	Domestic holiday travel and accommodation subgroup

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## Schedule C—Supported Wage System

**C.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.

**C.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

### **C.3 Eligibility criteria**

**C.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.

**C.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.

### **C.4 Supported wage rates**

**C.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 C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**C.4.2** Provided that the minimum amount payable must be not less than \$87 per week.

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

### **C.5 Assessment of capacity**

**C.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.

**C.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](#).

### **C.6 Lodgement of SWS wage assessment agreement**

**C.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.

**C.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.

### **C.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.

## **C.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.

## **C.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.

## **C.10 Trial period**

- C.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.
- C.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.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.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 C.5.



### Schedule D—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 E—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 F—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 G—Part-day Public Holidays

- G.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- G.2** Where a part-day public holiday is declared or prescribed between 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 between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause G.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.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.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](#).

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

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