

The Waste Management Award—Exposure Draft was first published on 18 December 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 February 2019	Incorporates changes resulting from PR583096	22.7(a)
	Incorporates changes resulting from [2017] FWCFB 3176 , PR593833	15.5, Schedule D (Deleted)
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 4.2, 22, 30.6, Schedule F (deleted)
	Incorporates changes resulting from PR598110	Schedule G
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606368 , PR606524 , PR606630	15, 16, 20.3, 22.2(b) Schedule A, Schedule B, Schedule C
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609360	22A (deleted)
	Incorporate changes resulting from PR701683	Schedule G
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610206	5, 32, 28, 29, 30
	Incorporates changes resulting from [2018] FWCFB 5986	15.1, 16.2(a), 27.5, Schedule F (deleted)
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701443	6
	Administrative changes by Modern Awards team	17
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14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	16
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548 , PR707049	33
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	1.4 (deleted), B.1.1
	Incorporating changes resulting from [2019] FWCFB 3500 , PR707453 , PR707652 , PR709080	15, 16, Schedule A, Schedule B, Schedule C
	Incorporating changes resulting from [2019] FWCFB 5144	26
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712199	7, 27, Schedule G
Incorporating changes resulting from [2019]	4.3, 4.4, 15, 16.2, 20.3,	

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The Waste Management Award—Exposure Draft was first published on 18 December 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	FWCFB 5409	20.4, 20.6, 31.6
	Incorporating changes resulting from [2019] FWCFB 6899 , [2019] FWCFB 6935	A.2.1
	Incorporating changes resulting from [2019] FWCFB 6894	11.9
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 2, 9, 10, 11, 15, Part 5—, 19, 20, Part 6—, 25, Part 8—, 32, 33, Schedule D (deleted), Schedule F (moved), Schedule G, Schedule D
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 29

EXPOSURE DRAFT

Waste Management Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Waste Management Award 2010* (the Waste Management award) as at 18 December 2014 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the Waste Management award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/216](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

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

- 1.1** This award is the *Waste Management Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3** A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~**1.4** Schedule F Definitions sets out definitions that apply in this award.~~
- ~~**1.5** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

In this award, unless the contrary intention appears:

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

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 16.2(b))

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)

fatigue management regulations means the fatigue management regulations made by the National Transport Commission from time to time

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](#)

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

standard rate means the minimum weekly wage for Level 6 in clause 15.1

waste management industry has the meaning given in clause 4.2

3. The National Employment Standards and this award

3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

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

4. Coverage

Clauses 4.3 and 4.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

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

4.2 The **waste management industry** means the collection, transportation, handling, recycling and disposal of any waste material whatsoever (be it solid or liquid, organic, biological, medical, raw or natural, wholly or partly manufactured, decomposed or partly decomposed or in any other state or form and including all domestic, trade and industrial waste) and includes the operation of transfer stations, landfill sites, incinerators, recycling depots, yards or terminals, treatment plants, compost facilities, alternative waste treatment facilities and the operation of other facilities of the same kind.

4.3 This award covers any employer which supplies labour on an on-hire basis in the [waste management](#) industry ~~set out in clauses 4.1 and 4.2~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees,

while engaged in the performance of work for a business in that industry. ~~This subclause~~ Clause 4.3 operates subject to the exclusions from coverage in this award.

4.4 This award covers employers which provide group training services for trainees engaged in the waste management industry and/or parts of that industry ~~set out in clauses 4.1 and 4.2~~ and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. ~~This subclause~~ Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 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.

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

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Individual flexibility arrangements

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

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

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

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- 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

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712199](#).

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

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

Clause	Provision	Agreement between an employer and:
13.3(b)(i)	Providing for other than a rostered day off	The majority of employees
13.6	Make-up time	An individual

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Clause	Provision	Agreement between an employer and:
19.5	Time off instead of payment for overtime	An individual
22.3	Annual leave in advance	An individual
22.4	Cashing out of annual leave	An individual
27.4	Substitution of public holidays by agreement	The majority of employees <u>An individual</u>

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees will be employed 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 in writing of the terms of their engagement and in particular, whether they are to be full-time, part-time or casual. This decision will then be recorded in the 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 is engaged to work less than 38 ordinary hours per week.

10.2 The terms of this award apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

10.3 A part-time employee will be paid the ordinary hourly rate for the classification in which the employee is engaged with a minimum payment of ~~four~~4 hours for each day.

10.4 Before commencing employment, the part-time employee and employer must agree upon:

- (a) the hours to be worked by the employee,

- (b) the days upon which the hours will be worked;
- (c) the commencing and finishing times; and
- (d) the employee's classification.

10.5 The terms of the agreement made pursuant to 10.4 or any variation to it must be in writing and retained by the employer. The employer must provide a copy of the agreement, and any agreed variation to it, to the employee.

10.6 The employer must pay a part-time employee at overtime rates for all time worked:

- (a) in excess of the daily or weekly hours agreed under clause 10.4; or
- (b) outside the spread of hours in clause 13.2.

11. Casual employees

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

11.1 A casual employee is

- (a) an employee who is engaged and paid as a casual employee; and
- (b) paid by the hour.

11.2 At the time of engagement the employer must:

- (a) inform the employee that they are to be employed as a casual, by whom they are to be employed and their classification, minimum wage and duties; and
- (b) give the employee an indication of the actual or likely number of hours for which the employee will be required.

11.3 The indication given under clause 11.2(b) is not binding and does not constitute a guarantee.

11.4 The employer must notify a casual employee at the end of the day whether their services will be required on the next working day.

11.5 The minimum daily engagement of a casual is ~~four~~ 4 hours.

11.6 Casual loading

- (a) For each ordinary hour worked, a casual employee must be paid:
 - (i) the ordinary hourly rate; and
 - (ii) a loading of 25% of the ordinary hourly rate, for the classification in which they are employed.

- 11.7 The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other conditions of full-time or part-time employment.
- 11.8 A casual employee working overtime or outside ordinary hours will be paid the overtime rate in clause 19—Overtime and an additional amount of 10% of the ordinary hourly rate for the work performed.
- 11.9 ~~Casual conversion to full-time or part-time employment~~ Conversion of casual employment

Casual conversion clause has been referred to Plain Language Full Bench (see [\[2018\] FWCFCB 5602](#)).

The Full Bench in [AM2019/17](#) has expressed the *provisional* view that the current casual conversion clause be inserted pending the resolution of issues associated with the drafting of the term – see [\[2019\] FWCFCB 6894](#) at [81].

~~(a) Eligible casual employee~~

~~An eligible casual employee is a casual employee who has been engaged:~~

- ~~(i) by a particular employer on a regular and systematic basis;~~
- ~~(ii) for a sequence of periods of employment under this award during a period of 12 months.~~

~~An eligible casual employee has the right to elect to have their contract of employment converted to full time or part time employment.~~

~~(b) Notice and election of casual conversion~~

- ~~(i) The employer of an eligible casual employee must give the employee notice in writing of the provisions of clause 11.9(a) within four 4 weeks of the right to elect accruing.~~
- ~~(ii) The employee retains their right of election even if the employer fails to comply with clause 11.9(b)(i).~~
- ~~(iii) An eligible casual employee may give four 4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full time or part time employment either:
 - ~~• upon receiving notice under clause 11.2(a); or~~
 - ~~• after the expiry of the time for giving notice.~~~~
- ~~(iv) An eligible casual employee who does not elect to convert their contract of employment to full time or part time employment within four 4 weeks of receiving written notice is deemed to have elected against any conversion.~~

~~(c) Full-time or part-time conversion~~

- ~~(i) An eligible casual employee who has worked on a full-time basis throughout their period of employment has the right to elect to convert their contract of employment to full-time employment.~~
- ~~(ii) An eligible casual 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.~~
- ~~(iii) If an eligible casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 11.9(b)(iii), the employer and employee must, subject to clauses 11.9(c)(i) and 11.9(c)(ii), discuss and agree on:
 - which form of employment the employee will convert to, being full-time or part-time; and
 - if 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 10.4.~~

~~(d) Employer consent or refusal to casual conversion~~

~~An eligible casual employee who has elected to convert to full-time or part-time employment in accordance with this clause 11.9 may only revert to casual employment by written agreement with the employer.~~

- ~~(a) A casual employee who has been engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a period of 12 months has the right to elect to have their contract of employment converted to full-time or part-time employment.~~
- ~~(b) The employer must give a casual employee notice in writing of the provisions of clause 11.9(a) within four weeks of the right to elect accruing.~~
- ~~(c) The employee retains their right of election under the clause even if the employer fails to comply with clause .~~
- ~~(d) A casual employee who does not, within four weeks of receiving written notice, elect to convert their contract of employment to full-time or part-time employment will be deemed to have elected not to convert.~~
- ~~(e) Any casual employee having rights under this clause upon receiving notice under clause 11.9(b), or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they elect to convert their contract of employment to full-time or part-time employment. Within four weeks of receiving such notice the employer must either consent to or refuse the election but must not unreasonably so refuse.~~
- ~~(f) 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 throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

(g) Subject to clause 11.9(f), where a casual employee has elected to convert to full-time or part-time employment, the employer and the employee must discuss and agree upon:

(i) whether the employee will become a full-time or a part-time employee; 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 provided for in clause 10.4.

~~(e)~~—A casual employee who has elected to convert to full-time or part-time employment in accordance with this clause may only revert to casual employment by written agreement with the employer.

12. Classifications

The classifications covered by this award are as follows:

12.1 Level 1

An employee engaged as a depot hand in training.

12.2 Level 2

An employee performing one or more of the following functions:

- (a) Labourer or depot hand at any waste management facility including but not limited to transfer stations, landfills, recycling centres, alternative waste treatment facilities and incinerators;
- (b) Waste treatment and/or handling and/or disposal facility attendant and/or process worker; and
- (c) Offsider (includes Runners) to a Driver in all waste management systems.

12.3 Level 3

An employee performing one or more of the following functions:

- (a) Weighbridge operator;
- (b) Trainee driver of vehicle up to and including 14 tonnes GVM; and
- (c) Driver (not elsewhere included) of a waste management vehicle up to and including 4.5 tonnes GVM.

12.4 Level 4

An employee performing one or more of the following functions:

- (a) Driver of a vehicle with a truck mounted loading crane;
- (b) Driver/operator of a mechanical road sweeper;
- (c) Incinerator operator;
- (d) Operator of earthmoving plant at a waste management facility up to and including 150 BHP (estimated 112kW);
- (e) Trainee driver of vehicle exceeding 14 tonnes GVM; and
- (f) Driver of a waste management vehicle exceeding 4.5 tonnes GVM and up to and including 14 tonnes GVM.

12.5 Level 5

An employee performing one or more of the following functions:

- (a) Driver of a waste management vehicle exceeding 14 tonnes GVM and up to and including 30 tonnes GVM being:
 - (i) Rear end loading vehicles;
 - (ii) Roll on/roll off vehicles including hook lift, dino and cable;
 - (iii) Side lift vehicles (commercial collections);
 - (iv) Liquid waste rigid vehicles;
 - (v) Lift on skip or morrell vehicles;
 - (vi) Pantehnicon; and
 - (vii) Vehicle carrying septic tanks, chemical closets, portaloos, etc.

12.6 Level 6

An employee performing one or more of the following functions:

- (a) Driver of an articulated vehicle;
- (b) Driver of a rigid vehicle exceeding 30 tonnes GVM;
- (c) Driver of a front lift vehicle; and
- (d) Driver of a vehicle collecting containers of solid waste and/or recyclable materials by means of a one-man side operated grab and lifting device (SOLO) in accordance with local government contracts.

12.7 Level 7

An employee performing the following functions:

- Driver/instructor (all systems).

12.8 Level 8

An employee performing one or more of the following functions:

- (a) Intermodal facility operator and tipping platform operator only;
- (b) Operator of earth moving plant at a waste management facility over 150 BHP (estimated 112 kW).

12.9 Level 9

Driver of a double articulated vehicle (B double).

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 The ordinary hours of work for full-time employees will be an average of 38 hours per week to be worked within a work cycle not exceeding 28 consecutive days.

13.2 Ordinary hours and roster cycles

- (a) Except as provided below, ordinary hours:
 - (i) are worked between 4.00 am and 5.00 pm, Monday to Friday; and
 - (ii) must not exceed ~~eight~~ 8 hours per day and are to be worked continuously (except for meal breaks).

13.3 Method of working ordinary hours

Ordinary hours may be worked in either of the following methods:

- (a) **Providing for a rostered day off**
 - (i) An employee may work 19 days of ~~eight~~ 8 hours each over a continuous ~~four~~ 4 week period.
 - (ii) A maximum of 10 rostered days off may be accumulated over a 40 week period, after which the employer may direct the employee to take the accumulated days.
 - (iii) Rostered days off may be taken at the start of the roster cycle, provided that if the employee ceases employment with the employer before accruing credits to cover the time taken in advance, any time outstanding may be deducted from money owed to the employee on termination of employment.

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- (iv) An employer may require an employee to forego a rostered day off due to operational requirements in which case the employee will be entitled to a substitute day off. Otherwise an employee's rostered day off may be changed during the roster period by agreement or on 48 hours' notice by the employer.
- (v) Payment will be for 7 hours 36 minutes per day and an employee will accumulate 24 minutes per day over the 19 work days in the 28 day period of the roster to cover payment for the rostered day off.
- (vi) Where an employer is required to service a particular client or clients and there has been a cessation of operations resulting from:
- annual close-down;
 - industrial action;
 - compulsory closure as a result of a legislative direction; or
 - other circumstances beyond the control of the employer,
- the employer may require employees to take a rostered day or days off to coincide with the day or days that the operation is closed, up to a maximum of ~~five~~5 days.
- (vii) A rostered day or days off taken in accordance with clause 13.3(a)(vi) which would normally become due to the employee will not become due for the number of days taken in accordance with clause 13.3(a).
- (viii) Where an employee is absent on workers compensation for more than ~~five~~5 consecutive working days no entitlement to a rostered day off will accrue with respect to the period of the absence which exceeds ~~five~~5 days.

(b) Providing for other than a rostered day off

An employer may require an employee to work ordinary hours over ~~five~~5 days, Monday to Friday inclusive without a rostered day off, provided the daily hours are continuous (except for meal breaks), in any of the following circumstances:

- (i) where there is agreement between the employer and the majority of employees;
- (ii) where the employer operates ~~three~~3 or fewer vehicles at a particular yard, depot or garage;
- (iii) where the employer has arrangements with a client for the provision of transport services on a permanent basis extending over each day of the week, Monday to Friday, and those arrangements would be prejudiced by the requirement for a rostered day off; or
- (iv) where the employer's operations are such that it is necessary for the employee to work on each day of the week Monday to Friday and those

operations would be prejudiced if the employee was given a rostered day off.

13.4 Starting and finishing times

- (a) Each employer must fix a regular starting and finishing time for each employee which must be the same on each day of the week.
- (b) An employer may alter an employee's starting and finishing times on ~~seven-7~~ days' notice.

13.5 Absences from duty

Where an employer makes a deduction from an employee's pay for an absence for which an employee is not entitled to be paid, a day's pay is to be calculated by dividing the employee's average weekly pay for ordinary hours by ~~five-5~~ and an hour's pay is to be calculated by dividing the employee's average weekly pay for ordinary hours by 38.

13.6 Make-up time

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in clause 13.2(a)(i).

14. Breaks

14.1 Unpaid meal breaks

- (a) An employee must be allowed an unpaid meal break of between 30 minutes and one hour within ~~five-5~~ and a quarter hours of commencing duty.
- (b) The employer and the employee will agree on the time and length of the meal break having regard, among other things, to the fatigue management regulations.

14.2 Overtime meal breaks

- (a) An employee must be allowed an unpaid meal break of not less than 15 minutes and not more than 30 minutes after ~~two-2~~ hours of overtime.
- (b) The employee and the supervisor will agree on the time and length of the meal break having regard, among other things, to the fatigue management regulations.
- (c) An employee working overtime may be entitled to a meal allowance in accordance with clause 16.3(a).

Part 4—Minimum Wages and Allowances

15. Minimum rates

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

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

15.1 Adult rates

Adult employees are entitled to the minimum weekly wage prescribed for the classification in which they are employed plus the industry allowance referred to in clause 16.2(b), as follows:

Classification	Minimum weekly <u>rates wage</u> <u>(full-time employee)</u> \$	Minimum hourly rate \$
Level 1	784.60	20.65
Level 2	804.30	21.17
Level 3	814.20	21.43
Level 4	829.20	21.82
Level 5	839.60	22.09
Level 6	861.60	22.67
Level 7	923.80	24.31
Level 8	970.00	25.53
Level 9	979.50	25.78

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

15.2 Junior rates

- (a) The minimum wages to be paid to junior employees are the following percentages of the minimum wage for the relevant classification:

Age	% of relevant minimum wage
18 years and under	70
19 years	80
20 years	100

- (b) Where a junior employee aged 18 years or more is required to drive and be in sole charge of a motor vehicle, they will be paid the adult rate assigned to the class of driving work that they are required to perform.

15.3 Higher duties

- (a) Where an employee is required to perform work at more than one classification level on any one day the employee is to be paid the minimum wage for the highest level, calculated hourly, for the whole day.
- (b) An employee is not to be transferred to a lower classification level except on ~~seven~~ 7 days' notice.

15.4 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.

15.5 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 2018~~ 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 *Waste Management Award 20XX* and not the *Miscellaneous Award 20XX*.

16. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.
Note inserted in accordance with [2015] FWCFB 4658 at [57].
Clause 16.2(b)(ii) amended in accordance with [2019] FWCFB 5409 at [141] to [145].

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.

- 16.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 16. See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

16.2 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 of payment while they are on annual leave. The industry allowance is paid for all purposes under this award (clause 16.2(b)).

(b) Industry allowance

- (i) A full-time employee must be paid an industry allowance of **\$94.78** per week in addition to the appropriate minimum wage. Part-time and casual employees must be paid the allowance pro rata.
- (ii) The industry allowance is for all purposes of this award, including overtime and calculation of shift rates loadings.
- (iii) The industry allowance is paid in total recognition of the unique features associated with the waste industry. These features, which may vary from workplace to workplace and between functions, include but are not restricted to the requirement to:
 - work in areas regarded as unusually offensive and obnoxious;
 - handle obnoxious waste;
 - work in the open in all weather variables;
 - be able to adapt to and handle hydraulic lifting apparatus and compaction units associated with waste vehicles; and
 - work at times with waste product which has the potential to be dangerous and therefore the requirement to abide by correct safe operating procedures including the wearing of appropriate protective safety equipment.

(c) Leading hand allowance

A leading hand must be paid a weekly allowance based on the number of employees in the group they are supervising. The weekly allowance is to be paid as follows:

Leading hand in charge of	per week
	\$
4–8 employees	23.26
9–15 employees	34.46
more than 15 employees	47.39

(d) Boat allowance

An employee required to use a boat must be paid a weekly allowance of **\$37.91**

(e) First aid allowance

An employee appointed by the employer to perform first aid must be paid an allowance of **\$4.31** per day.

16.3 Expense-related allowances

(a) Meal allowance

- (i) An employee who has not received prior notification and is required to work overtime for ~~two-2~~ hours or more will either be supplied with a suitable meal by the employer or paid a meal allowance of **\$16.76**.
- (ii) An employee required to commence work ~~two-2~~ hours or more prior to the normal agreed starting time must be paid a meal allowance of **\$16.76**.

(b) Transport allowance

An employee required to commence duty before 4.00 am is entitled to a transport allowance of **\$8.28** per day unless the employer provides transport.

17. Payment of wages

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

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 All earnings, including overtime, must be paid in the employer's time on a day to be fixed by the employer. Once fixed, the day must not be altered more than once in ~~three-3~~ months.
- 17.2 All earnings, including overtime, must be paid within ~~three-3~~ days of the end of the week in which they accrue.
- 17.3 Despite anything contained in ~~this~~-clause_17, the employer must pay to an employee who leaves or is dismissed all money due to the employee as soon as possible.
- 17.4 The employer may pay an employee by electronic funds transfer to a bank account nominated by the employee in question.

18. Superannuation

18.1 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.

18.2 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.

18.3 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 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or 18.3(b) to one of the following superannuation funds or its successor:

- (a) TWUSUPER;
- (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.

Part 5—Overtime and Shiftwork

19. Overtime

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

- 19.1** Work done outside ordinary hours must be paid for at **150%** of the ordinary hourly rate calculated hourly for the first ~~two~~2 hours and **200%** after ~~two~~2 hours.
- 19.2** Except as provided in clauses 19.1 and 19.3, in computing overtime each day's work will stand alone.
- 19.3** When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (a) An employee (other than a casual employee) who has not had at least 10 consecutive hours off duty between finishing overtime and the commencement of ordinary hours the next day must, subject to ~~this subclause~~clause 19.3, be given time off without loss of pay until 10 consecutive hours have elapsed.
- (b) If, on the instruction of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at **200%** of the relevant minimum wage for such period, calculated hourly until released from duty, and is then entitled to be absent until 10 consecutive hours off duty have expired, without loss of pay for ordinary working time occurring during such absence.
- 19.4 Call-back**
- (a) An employee recalled to work overtime after leaving the employer's depot, yard or garage (whether notified before or after leaving the depot, yard or garage) is to be paid for a minimum of ~~three~~3 hours' work for the first recall and a minimum of ~~two~~2 hours for each subsequent recall.
- (b) The employee is not to be required to work the full minimum hours referred to in clause 19.4(a) if the job the employee was recalled to perform is completed within a shorter period except in the case of unforeseen circumstances.
- (c) Clause 19.4 does not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary hours.
- (d) Overtime worked under clause 19.4(a) – 19.4(c) is not to be regarded as overtime for the purposes of clause 19.3(a) where the actual time worked is less than the minimum hours.

19.5 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.5.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 19.5(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 19.5 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 19.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 19.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.5(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 19.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.5 will apply, including the requirement for separate written agreements under clause 19.5(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 19.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.5.

20. Shiftwork

Clauses 20.3, 20.4 and 20.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

20.1 Definitions

- (a) **Afternoon shift** means a shift where the ordinary hours worked finish after 6.30 pm but not later than 12.30 am.
- (b) **Night shift** means a shift where the ordinary hours worked finish after 12.30 am and at or before 8.30 am.
- (c) **Continuous work** means work carried on with continuous shifts of workers throughout the 24 hours on each of at least ~~six~~6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (d) **Rostered shift** means a shift for which the employee concerned has had at least 48 hours' notice.
- (e) **Shiftwork** means work extending for at least ~~five~~5 consecutive days and performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for afternoon shift or night shift.

20.2 Shift rosters

- (a) The employer must post a shift roster in a prominent place in the workplace.
- (b) The shift roster must specify the start and finishing times of ordinary hours of respective shifts.
- (c) The roster must not be altered without ~~seven~~7 days' notice.

20.3 Shift ~~rates~~loadings

Shiftworkers must be paid the following rates for ordinary hours worked on shifts as follows:

	Weekly employees	Casual employees
	% of the ordinary hourly rate	
Afternoon shift	117.5	142.5
Night shift	130	155

20.4 Shiftwork—overtime

An employee engaged on shiftwork must be paid at overtime rates as provided for in clause 19—Overtime instead of the shift ~~rate~~loading in clause 20.3 if:

- (a) the employee has not had at least 48 hours' notice of a shift; or
- (b) the shiftwork is not regular shiftwork (as defined in clause 20.1(e)); or
- (c) the shiftwork is performed outside ordinary hours or in excess of ~~eight~~8 hours per shift.

20.5 Transfer to or from shiftwork

- (a) An employee may be transferred to or from shiftwork on 14 days' notice provided the employee has at least 10 hours off duty before commencing shiftwork.
- (b) Where 14 days' notice is not provided, the employee will be paid overtime rates for all work done outside previous ordinary working hours within 14 days of the time of notification of the change.

20.6 Work on Saturday, Sunday or public holiday

A shiftworker attending for work on a rostered shift, the major portion of which falls on a Saturday, Sunday or public holiday, must be paid the rates prescribed in clauses 21.3, 21.4 and 27.5 instead of the shift ~~rate~~loading in clause 20.3.

20.7 Rate when shift extends beyond midnight

Despite any other provision of ~~this~~ clause 20 each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

21. Saturday and Sunday work

21.1 Subject to any custom now prevailing under which employees are required regularly to hold themselves in readiness for call-back, employees required to hold themselves in readiness for work after ordinary hours are to be paid at the relevant ordinary hourly rate for all such time.

21.2 When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer must provide transport home or pay the employee at the relevant minimum wage calculated hourly for the time reasonably taken to return home.

21.3 Saturday work

An employee required to work overtime on a Saturday is to be paid for at least ~~four~~ 4 hours at overtime rates unless the overtime is continuous with overtime which commenced on the previous day.

21.4 Sunday work

All time of duty on any Sunday stands alone and must be paid for at **200%** of the ordinary hourly rate with a minimum payment of ~~four~~ 4 hours.

Part 6—Leave and Public Holidays

22. Annual leave

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

22.1 Annual leave is provided for in the [NES](#). ~~This eClause_22~~ contains additional provisions.

22.2 During a period of annual leave an employee will receive a loading calculated on the wage rate prescribed in clause 15—Minimum rates of this award. Annual leave loading payment is payable on leave accrued and taken but it is not payable on leave paid out on termination.

The loading is as follows:

(a) Day work

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

(b) Shiftwork

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

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](#)).

22.3 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 22.3 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 22.3 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 22.3, 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.

22.4 Cashing out of annual leave

- (a)** Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.4.
- (b)** Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.4.
- (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 22.4 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 22.4 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 22.4 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 22.4.

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 22.4.

NOTE 3: An example of the type of agreement required by clause 22.4 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.

22.5 Excessive leave accruals: general provision

NOTE: Clauses 22.5 to 22.7 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.
- (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 22.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.6 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 22.5(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a)~~ clause 22.6(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 22.5, 22.6 or 22.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a)~~ clause 22.6(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a)~~ clause 22.6(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d)~~ clause 22.6(d) may result in the direction ceasing to have effect. See clause 22.6(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.

22.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.5(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a)~~ clause 22.7(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 22.6(a) that, when any other paid annual leave arrangements (whether made under clause 22.5, 22.6 or 22.7 or otherwise agreed by the employer and

employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under ~~paragraph (a) clause~~ 22.7(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 22.5, 22.6 or 22.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (b) clause~~ 22.7(b) more than 4 weeks' paid annual leave in any period of 12 months. The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 22.7(a).

23. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are 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

Clause 26 inserted in accordance with [\[2019\] FWC FB 5144](#) at [13].

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

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

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document

issued by the police service, a court or family violence support service, or a statutory declaration.

27. Public holidays

Clause 27.4 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712199](#).

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

27.2 Where an employee works on a public holiday they will be paid in accordance with clause 27.5.

27.3 Where an employee's rostered day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:

- (a) 7 hours and 36 minutes of pay at the appropriate minimum wage; or
- (b) 7 hours 36 minutes' extra annual leave; or
- (c) a substitute day off.

27.4 Substitution of public holidays by agreement

~~The employer and the majority of employees in an enterprise may agree to substitute another day for a public holiday.~~

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

27.5 Payment for work on public holidays

(a) All time worked by a weekly employee on a public holiday must be paid at the following rates with a minimum payment of ~~four~~ 4 hours:

	% of the ordinary hourly rate
Good Friday and Christmas Day	200
Any other public holiday	150

- (b) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.
- (c) Despite clause 27.5(a) an employee required to work on a public holiday during hours which, if the day were not a public holiday, would be outside the range of ordinary working time as mentioned in clause ~~+619~~—Overtime, will be paid for such hours at the following rates:

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	% of the ordinary hourly rate
Good Friday and Christmas Day	300
Any other public holiday	250

- (d) Where Christmas Day falls on a Saturday or Sunday and another day is observed as a public holiday in accordance with sections 114 to 116 of the [Act](#), a full-time employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid:
- (i) a loading of **50%** of the ordinary hourly rate; and
 - (ii) the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of ~~four~~4 hours pay;
 - (iii) An employee referred to in clause 27.5(d) will also be entitled to the substituted public holiday.
- (e) Where an employee is entitled to a public holiday but the employer requires the employee to work, the employer must notify the employee on the preceding working day. Otherwise the employee is entitled to be absent on the public holiday without deduction of pay.
- (f) All time worked by a casual employee on a public holiday must be paid at the following rates, with a minimum payment of ~~four~~4 hours:

	% of the ordinary hourly rate
Good Friday and Christmas Day	325
Any other public holiday	275

27.6 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 training leave

Clause 31.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

31.1 An employee representative is entitled to leave with pay each calendar year, non-cumulative, to a maximum of ~~five~~ 5 days per employee per year, to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this award and/or industrial issues which arise at the workplace. Union delegates and/or employee representatives are only entitled to leave in accordance with ~~this~~ clause_31 for bona fide courses.

31.2 For the purposes of ~~this~~ clause_31, a **bona fide course** means a Dispute Resolution Training Leave Course conducted by or on behalf of a registered training organisation whose scope of registration includes industrial relations training. Nothing in ~~this~~ clause_31 will prevent the employee representative and the employer from reaching agreement that such training can be provided by a union or other accredited training provider/s.

31.3 An employee representative must give the employer ~~six~~ 6 weeks' notice of their intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.

31.4 The notice to the employer must include details of the type, content and duration of the course to be attended. Upon request, the course curriculum must be provided to the employer.

31.5 Leave is to be available according to the following scale for each yard, depot or garage of an employer:

No. of full and part-time employees covered by this award	Max. no. of employee representatives eligible to attend per year	Max. no. of days permitted per year
5–15	1	5
16–30	2	10
31–50	3	15
51–100	4	20
101 and over	5	25

31.6 An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purposes of ~~this~~ clause_31 ordinary time earnings are

defined as the ordinary hourly rate and shiftwork ~~rates~~loadings, where relevant, plus over award payment where applicable.

- 31.7 Leave of absence on training leave will be counted as service.
- 31.8 The employee must provide the employer with proof of attendance.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

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

32.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

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

- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

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

33. Redundancy

Clause 32 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR707049](#).

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

33.1 Transfer to lower paid duties on redundancy

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

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 33.3(b).

(d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 32.2.

Schedule A—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFB 6935](#).

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

Clause A.2.1 amended in accordance with [\[2019\] FWCFB 6899](#) at [53] and [\[2019\] FWCFB 6935](#).

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

A.1 Ordinary hourly rate

Ordinary hourly rate includes the industry allowance (clause 16.2(b)) which is payable for all purposes.

A.2 Full-time and part-time employees

A.2.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Public holiday ¹	Good Friday & Christmas day ¹
	% of ordinary hourly rate ²		
	100%	150% 250%	200% 300%
	\$	\$	\$
Level 1	23.14	34.71 57.85	46.28 69.42
Level 2	23.66	35.49 59.15	47.32 70.98
Level 3	23.92	35.88 59.80	47.84 71.76
Level 4	24.31	36.47 60.78	48.62 72.93
Level 5	24.58	36.87 61.45	49.16 73.74
Level 6	25.16	37.74 62.90	50.32 75.48
Level 7	26.80	40.20 67.00	53.60 80.40
Level 8	28.02	42.03 70.05	56.04 84.06
Level 9	28.27	42.41 70.68	56.54 84.81

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 15.1 + (all-purpose industry allowance in clause 16.2(b) ÷ 38).

Rates in table include the all-purpose industry allowance.

Commented [FWC2]: Relevant percentage in cl 27.5(a). See also cl 27.5(b).

¹ Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage (see clause 27.5(b)).

² **Ordinary hourly rate** includes the industry allowance payable to all employees for all purposes.

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

	Afternoon	Night	Saturday		Sunday
			First 2 hours	After 2 hours	
% of ordinary hourly rate¹					
	117.5%	130%	150%	200%	200%
	\$	\$	\$	\$	\$
Level 1	27.19	30.08	34.71	46.28	46.28
Level 2	27.80	30.76	35.49	47.32	47.32
Level 3	28.11	31.10	35.88	47.84	47.84
Level 4	28.56	31.60	36.47	48.62	48.62
Level 5	28.88	31.95	36.87	49.16	49.16
Level 6	29.56	32.71	37.74	50.32	50.32
Level 7	31.49	34.84	40.20	53.60	53.60
Level 8	32.92	36.43	42.03	56.04	56.04
Level 9	33.22	36.75	42.41	56.54	56.54

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 15.1 + (all-purpose industry allowance in clause 16.2(b) ÷ 38).

Rates in table include the all-purpose industry allowance.

Commented [FWC4]: Relevant percentage in cl 20.3.

Commented [FWC5]: Relevant percentage in cl 19.1. See also cl 21.3 and cl 20.6.

Commented [FWC6]: See cl 21.4 and cl 20.6.

¹ Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.

A.2.3 Full-time and part-time employees—overtime

Parties are to advise whether the following text should be added to footnote 1 in clause A.2.3: “Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage (see clause 27.5(b)).”

See the footnote inserted in clause A.2.1.

Parties are to respond by close of business on **25 November 2019**.

	Monday to Saturday		Sunday	Public holiday ¹	Good Friday & Christmas Day ¹
	First 2 hours	After 2 hours			
% of ordinary hourly rate²					
	150%	200%	200%	250%	300%
	\$	\$	\$	\$	\$
Level 1	34.71	46.28	46.28	57.85	69.42
Level 2	35.49	47.32	47.32	59.15	70.98
Level 3	35.88	47.84	47.84	59.80	71.76
Level 4	36.47	48.62	48.62	60.78	72.93
Level 5	36.87	49.16	49.16	61.45	73.74

Commented [FWC7]: (Minimum weekly rate ÷ 38) in cl 15.1 + (all-purpose industry allowance in clause 16.2(b) ÷ 38).

Rates in table include the all-purpose industry allowance.

Commented [FWC8]: Relevant percentage in cl 19.1.

Commented [FWC9]: See cl 21.4.

Commented [FWC10]: Relevant percentage in cl 27.5(c).

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	Monday to Saturday		Sunday	Public holiday ¹	Good Friday & Christmas Day ¹
	First 2 hours	After 2 hours			
	% of ordinary hourly rate ²				
	150%	200%	200%	250%	300%
	\$	\$	\$	\$	\$
Level 6	37.74	50.32	50.32	62.90	75.48
Level 7	40.20	53.60	53.60	67.00	80.40
Level 8	42.03	56.04	56.04	70.05	84.06
Level 9	42.41	56.54	56.54	70.68	84.81

¹ Work outside ordinary hours on a public holiday (see clause 27.5).

² Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.

A.3 Casual employees

A.3.1 Casual employees—ordinary and public holiday penalty rates

	Ordinary hours	Public holiday	Good Friday & Christmas day
		% of ordinary hourly rate ¹	
	125%	275%	325%
	\$	\$	\$
Level 1	28.93	63.64	75.21
Level 2	29.58	65.07	76.90
Level 3	29.90	65.78	77.74
Level 4	30.39	66.85	79.01
Level 5	30.73	67.60	79.89
Level 6	31.45	69.19	81.77
Level 7	33.50	73.70	87.10
Level 8	35.03	77.06	91.07
Level 9	35.34	77.74	91.88

¹ Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.

Commented [FWC7]: (Minimum weekly rate ÷ 38) in cl 15.1 + (all-purpose industry allowance in clause 16.2(b) ÷ 38).

Rates in table include the all-purpose industry allowance.

Commented [FWC8]: Relevant percentage in cl 19.1.

Commented [FWC9]: See cl 21.4.

Commented [FWC10]: Relevant percentage in cl 27.5(c).

Commented [FWC11]: (Minimum weekly rate ÷ 38) in cl 15.1 + (all-purpose industry allowance in clause 16.2(b) ÷ 38).

Rates in table include the all-purpose industry allowance.

Commented [FWC12]: Ordinary hourly rate + 25% casual loading in cl 11.6.

Commented [FWC13]: Relevant percentage in cl 27.5(f).

A.3.2 Casual shiftworkers—shiftwork penalty rates

	Afternoon	Night	Saturday		Sunday
			First 2 hours	After 2 hours	
	% of ordinary hourly rate¹				
	142.5%	155%	175%	225%	225%
	\$	\$	\$	\$	\$
Level 1	32.97	35.87	40.50	52.07	52.07
Level 2	33.72	36.67	41.41	53.24	53.24
Level 3	34.09	37.08	41.86	53.82	53.82
Level 4	34.64	37.68	42.54	54.70	54.70
Level 5	35.03	38.10	43.02	55.31	55.31
Level 6	35.85	39.00	44.03	56.61	56.61
Level 7	38.19	41.54	46.90	60.30	60.30
Level 8	39.93	43.43	49.04	63.05	63.05
Level 9	40.28	43.82	49.47	63.61	63.61

Commented [FWC14]: (Minimum weekly rate ÷ 38) in cl 15.1 + (all-purpose industry allowance in clause 16.2(b) ÷ 38).

Rates in table include the all-purpose industry allowance.

Commented [FWC15]: Relevant percentage in cl 20.3 + 25% casual loading in cl 11.6.

Commented [FWC16]: Relevant percentage in cl 19.1 + 25% casual loading in cl 11.6. See also cl 21.3 and cl 20.6.

Commented [FWC17]: Relevant percentage in cl 21.4 + 25% casual loading in cl 11.6. See also cl 21.4 and 20.6.

¹ Ordinary hourly rate includes the industry allowance payable to all employees for all purposes.

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Schedule B—Summary of Monetary Allowances

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

Clause B.1.1 amended as a result of re-structure [\[2019\] FWCFB 2698](#) at [1].

See clause 16—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 ~~Schedule F~~ clause 2—Definitions as the minimum weekly wage for Level 6 in clause 15.1 = **\$861.60**

Allowance	Clause	% of standard rate	\$	Payable
Industry allowance ¹	16.2(b)(i)	11.0	94.78	per week
Leading hand in charge of— 4 to 8 employees	16.2(c)	2.7	23.26	per week
Leading hand in charge of— 9 to 15 employees	16.2(c)	4.0	34.46	per week
Leading hand in charge of— More than 15 employees	16.2(c)	5.5	47.39	per week
Boat allowance	16.2(d)	4.4	37.91	per week
First aid allowance	16.2(e)	0.5	4.31	per day

¹ This allowance applies 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 expense-related allowances in this award will be payable to employees in accordance with clause 16.3:

Allowance	Clause	\$	Payable
Meal allowance	16.3(a)	16.76	per occasion
Transport allowance	16.3(b)	8.28	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 will be increased by the relevant adjustment factor. The relevant

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adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

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

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Schedule C—Supported Wage System

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

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

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 ~~four~~ 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

Schedule G amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712199](#).

- 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.

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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.3~~G.4 This schedule is not intended to detract from or supplement the NES.

DRAFT