



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/214)

STORAGE SERVICES AND WHOLESALE AWARD 2010

[MA000084]

Storage services

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Storage Services and Wholesale Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Storage Services and Wholesale Award 2010* is varied as follows:

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

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

PRESIDENT

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Storage Services and Wholesale Award 20XX

Table of Contents

	Page
Part 1— Application and Operation of this Award	3
1. Title and commencement	3
2. Definitions	3
3. The National Employment Standards and this award	4
4. Coverage.....	4
5. Individual flexibility arrangements	5
6. Requests for flexible working arrangements.....	6
7. Facilitative provisions	8
Part 2— Types of Employment and Classifications.....	9
8. Types of employment.....	9
9. Full-time employees	9
10. Part-time employees	9
11. Casual employees	10
12. Classifications	12
Part 3— Hours of Work.....	12
13. Ordinary hours of work and rostering arrangements.....	12
14. Breaks.....	14
Part 4— Wages and Allowances	14
15. Minimum rates	14
16. Payment of wages.....	16
17. Allowances	17
18. Accident Pay.....	19
19. Superannuation.....	21
Part 5— Overtime and Penalty Rates.....	22
20. Shiftwork	22
21. Overtime.....	24
22. Penalty rates for weekends and public holidays.....	26
23. Call-back	27

Part 6— Leave and Public Holidays	27
24. Annual leave	27
25. Personal/carer’s leave and compassionate leave	31
26. Parental leave and related entitlements.....	31
27. Community service leave.....	32
28. Unpaid family and domestic violence leave	32
29. Public holidays.....	32
Part 7— Consultation and Dispute Resolution	33
30. Consultation about major workplace change.....	33
31. Consultation about changes to rosters or hours of work.....	34
32. Dispute resolution	34
Part 8— Termination of employment and Redundancy	35
33. Termination of employment	35
34. Redundancy	36
Schedule A —Classification Definitions.....	38
Schedule B —Summary of Hourly Rates of Pay	44
Schedule C —Summary of Monetary Allowances	48
Schedule D —Supported Wage System	50
Schedule E —Agreement for Time Off Instead of Payment for Overtime.....	53
Schedule F —Agreement to Take Annual Leave in Advance.....	54
Schedule G —Agreement to Cash Out Annual Leave.....	55
Schedule H —Part-day Public Holidays	56

Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Storage Services and Wholesale 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.

2. Definitions

In this award, unless the contrary intention appears:

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

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)

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

NES means the National Employment Standards as contained in [section 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

standard rate means the minimum weekly wage for a Storeworker grade 4 in clause 15—Minimum rates

steel distributing employee means an employee working for an employer at a site in or in connection with receiving, unloading, storing, packing, sorting, handling, cutting material to order, preparation for dispatch, loading and dispatch of steel or any similar material

storage services and wholesale industry has the meaning given in clause 4.2

wholesale means the sale of commodities in large quantities other than to final consumers

3. The National Employment Standards and this award

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

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the storage services and wholesale industry and their employees in the classifications listed in clause 12—Classifications.
- 4.2 In this award the **storage services and wholesale industry** means the receiving, handling, storing, freezing, refrigerating, bottling, packing, preparation for sale, sorting, loading, dispatch, delivery, or sale by wholesale, of produce, goods or merchandise as well as activities and processes connected, incidental or ancillary.
- 4.3 This award does not cover employees to the extent that the employer is covered by:
- (a) another modern award that contains classifications relating to functions included within the definition of the storage services and wholesale industry with respect to any employee who is covered by that award; or
 - (b) the *Road Transport and Distribution Award 20XX*.
- 4.4 This award covers any employer which supplies labour on an on-hire basis in the storage services and wholesale industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5 This award covers employers which provide group training services for trainees engaged in the storage services and wholesale industry and/or parts of that industry and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 4.1 are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6 This award does not cover:
- (a) employees excluded from award coverage by the [Act](#);
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees;

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

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

5. Individual flexibility arrangements

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

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

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

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

- 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 32—Dispute resolution.

7. Facilitative provisions

7.1 Agreement to vary award provisions

- (a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or enterprise level.
- (b) The specific award provisions establish both the standard award conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice.

7.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised upon agreement between an employer and an employee:
 - (i) clause 13.1(d)—Hours of work—maximum number of hours;
 - (ii) clause 13.1(e)—Hours of work—days of the week;
 - (iii) clause 13.2—Hours of work—spread of hours;
 - (iv) clause 13.4(c)—Hours of work—normal rostered day off;
 - (v) clause 20.2—Shiftwork—transfer to or from shiftwork;
 - (vi) clause 21.3—Time off instead of payment for overtime;
 - (vii) clause 24.6—Agreement to take annual leave in advance;
 - (viii) clause 24.7—Agreement to cash out annual leave;
 - (ix) clause 29.2—Substitution of public holidays; and
 - (x) clause 29.3(a)—Rostered day off falling on a public holiday.
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

7.3 Facilitation by majority agreement

- (a) The following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or part of it. Once such an agreement has been reached, the particular form of flexibility agreed upon may be utilised by agreement between the employer and an individual employee without the need for the majority to be consulted:

- (i) clause 13.1(d)—Hours of work—maximum number of hours;
 - (ii) clause 13.1(e)—Hours of work—days of week;
 - (iii) clause 13.2—Hours of work—spread of hours;
 - (iv) clause 20.1(d)—Shiftwork—span of hours;
 - (v) clause 20.3(c)—Shiftwork—variation of hours;
 - (vi) clause 20.5—Shift rosters; and
- (b) The agreement reached must be recorded in writing and kept as a time and wages record.

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

9. Full-time employees

A full-time employee is one engaged by the week to work an average of 38 ordinary hours averaged over 4 weeks.

10. Part-time employees

10.1 An employer may employ part-time employees in any classification in this award.

10.2 A part-time employee:

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

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

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and

(c) the actual starting and finishing times each day.

10.4 Any agreed variation to the regular pattern of work will be recorded in writing.

10.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.

10.6 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 21—Overtime

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

10.8 Commencement of part-time work and return from part-time to full-time work will not break the continuity of service or employment.

10.9 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11—Casual employees.

11. Casual employees

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

11.2 A casual employee will be guaranteed not less than 4 hours' engagement every start.

11.3 Casual loading

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

- (i) the minimum hourly rate; and
 - (ii) a loading of **25%** of the minimum hourly rate,
- for the classification in which they are employed.

11.4 Right to request casual conversion

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

- (e) Any request under clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 32—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.4, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.4.
- (o) Nothing in clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.4 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 11.4 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4(q).

12. Classifications

The classifications under this award are set out in Schedule A—Classification Definitions.

Part 3—Hours of Work

13. Ordinary hours of work and rostering arrangements

13.1 Ordinary hours of work—day workers

- (a) The ordinary hours will be up to 38 hours per week averaged over 4 weeks.
- (b) Ordinary hours are worked between 7.00 am and 5.30 pm, Monday to Friday.
- (c) The ordinary hours will be worked on 4 or 5 days of not more than 8 hours (Monday to Friday inclusive) each continuously, except for meal breaks, at the discretion of the employer.
- (d) An employee may work up to 10 ordinary hours in a day, by agreement between the employer and the majority of employees concerned or between the employee and the employer.
- (e) The days on which ordinary hours are worked may include Saturday and Sunday by agreement between the employer and the majority of employees concerned or between the employee and the employer.
- (f) The ordinary hours may be implemented over a period of 4 weeks by:

- (i) employees working less than 8 ordinary hours on one or more days a week; or
- (ii) rostering employees off on days of the week during a particular work cycle so that each employee has one day off during that work cycle.

13.2 Spread of ordinary hours

The spread of ordinary hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or between the employee and the employer.

13.3 Changing ordinary hours of work

An employer must give one week's notice before changing the starting and finishing times in any establishment.

13.4 Rostered days off

- (a) Where a system of working is adopted to allow one rostered day off in each 4 weeks worked an employee will not be entitled to more than 13 rostered days off in any 12 month period.

- (b) **Notice of rostered days off**

An employer must give an employee at least 4 weeks' notice of the weekday of the employee's rostered day off.

- (c) **Flexibility in relation to rostered days off**

An individual employee, with the agreement of the employer may substitute the day the employee is to take off for another day.

- (d) **Rostered days off—substitute days**

Despite clause 13.4(b), an employer may, with the agreement of the majority of employees concerned, substitute a rostered day off for another day for the following reasons:

- (i) in the case of a breakdown in machinery;
- (ii) a failure or shortage of electric power;
- (iii) to meet the requirements of the business in the event of rush orders or some other emergency situation.

13.5 Make-up time

- (a) 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.
- (b) An employee on shiftwork may elect, with the consent of the employee's employer, to work make-up time under which the employee takes time off

during ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.

- (c) On each occasion that the employee elects to use this provision the resulting agreement will be recorded at the time when the agreement is made.

14. Breaks

14.1 Meal breaks

- (a) No employee will be required to work longer than 5 hours without a break for a meal, not less than 30 minutes or more than one hour in duration.
- (b) Where a meal break is to be taken immediately prior to or during a period of overtime, it will not exceed one hour in duration.

14.2 Rest break

All employees are entitled to a paid rest break of 10 minutes each morning and afternoon. These breaks are to be counted as time worked and taken at a time fixed by the employer, provided that the rest break will not be:

- (a) within one hour of normal commencement or cessation of work; or
- (b) within one hour either side of a meal break.

Part 4—Wages and Allowances

15. Minimum rates

15.1 Minimum rates

The minimum rates of pay for an adult employee are set out below:

Classification	Minimum weekly rate (full-time employee) \$	Minimum hourly rate \$
Storeworker grade 1—on commencement	791.30	20.82
Storeworker grade 1—after 3 months	801.30	21.09
Storeworker grade 1—after 12 months	810.90	21.34
Storeworker grade 2	818.40	21.54
Storeworker grade 3	842.50	22.17
Storeworker grade 4	867.20	22.82
Wholesale employee level 1—on commencement	791.30	20.82
Wholesale employee level 1—after	801.30	21.09

Storage Services and Wholesale Award 20XX

Classification	Minimum weekly rate (full-time employee) \$	Minimum hourly rate \$
3 months		
Wholesale employee level 1—after 12 months	810.90	21.34
Wholesale employee level 2	818.40	21.54
Wholesale employee level 3	842.50	22.17
Wholesale employee level 4	791.30	20.82

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

15.2 Junior rates

The minimum rate to be paid to junior employees is as follows:

Age	Percentage of weekly wage for Storeworker grade 1 or Wholesale employee level 1 %
Under 16 years of age	40
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age and over	The appropriate adult rate

15.3 Higher duties

- (a) A weekly employee who performs work temporarily at a classification higher than that under which the employee is engaged or deemed to be working, the employee will be paid as follows:
 - (i) up to 3 hours on any one day—the rate prescribed for such higher classification for the time worked at the higher level with a minimum of one hour;
 - (ii) over 3 hours on any one day—a full day’s pay at the rate prescribed for such higher classification; or
 - (iii) over 20 hours in any one week—a full week’s pay at the rate prescribed for such higher classification.
- (b) A weekly employee must not suffer any reduction in wages during any week by reason of the employee performing work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.

- (c) If, at the direction of their employer, a casual employee performs the work of 2 or more classifications on the same day or shift, they will be entitled to the hourly rate applicable for the classification relevant to the work that the employee spends the largest proportion of their time undertaking on the day or shift.
- (d) A casual employee will only be entitled to receive the hourly rate applicable to a particular classification if they have the required skills referred to in the appropriate classification and are utilising those skills.

15.4 Supported wage system

For employees who are eligible for a supported wage, see Schedule D—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 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX* is to be read as referring to the *Storage Services and Wholesale Award 20XX* and not the *Miscellaneous Award 20XX*.

16. Payment of wages

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

16.1 Period of payment

Wages must be paid either weekly or fortnightly.

16.2 Method of payment

Wages must be paid by cash or cheque during working hours or by electronic funds transfer into the employee’s bank or other recognised financial institution account.

16.3 Public holiday or day off coinciding with pay day

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the day being a public holiday or of the arrangement of the employee’s ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day preceding pay day. However, if the employer is able to make suitable arrangements and the employee agrees, wages may be paid on the working day immediately following pay day.

16.4 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:

- (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.4(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 16.4(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.4. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

17. Allowances

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

17.1 The employer must pay to an employee the allowances the employee is entitled to under clause 17. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

17.2 Wage-related allowances

(a) First aid allowance

- (i) An employee who is qualified to St John Ambulance standard or equivalent will be paid an allowance **\$13.01** per week, if requested to act as the first aid attendant.
- (ii) If the employer requests that an employee obtain first aid attendant qualifications (St John Ambulance standard or equivalent), the employee must be reimbursed:
 - the cost of approved books/manuals; and
 - other approved out-of-pocket expenses associated with attending the first aid course;

on attaining such qualifications

(b) Cold temperatures

Employees required to work in cold temperatures will be paid the additional rates as follows:

- (i) from -15.6°C (4°F) down to -18.9°C (-2°F)—**\$0.87** per hour or part thereof;
- (ii) less than -18.9°C (-2°F) down to -23.3°C (-10°F)—**\$1.30** per hour or part thereof; or
- (iii) less than -23.3°C (-10°F)—**\$1.73** per hour or part thereof.

17.3 Expense-related allowances

(a) Meal allowance

An employee required to work overtime in excess of one hour after the usual finishing time will be paid an allowance of **\$17.15**. The meal allowance will not be payable to an employee who can reasonably return home for a meal.

(b) Travelling, transport and fares reimbursement

- (i) An employee who on any day, or from day to day, is required to work at a job away from the employee's accustomed workshop or depot, will at the direction of the employer, present for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from the employee's home to such workshop or depot and returning), will be paid travelling time, and any fares reasonably incurred in excess of those normally incurred in travelling between home and such workshop or depot.
- (ii) The rate of pay for travelling time will be at ordinary rates, except on Sundays and public holidays when an employee will be paid at **150%** of the minimum hourly rate.

(c) Provision of tools

An employee will be reimbursed for the cost of purchasing or supplying tools if:

- (i) they are required to use these tools in the course of their work; and
- (ii) the tools are not provided by the employer.

(d) Protective clothing and uniforms reimbursement

- (i) The employer will provide overalls to, or reimburse the cost of purchasing overalls for:
 - any person employed in a paint manufacturer's store; or

- any employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing.
 - (ii) Where an employer requires an employee to wear any special uniform, dress or clothing, such uniform, dress or clothing will either be supplied and laundered by the employer, or the employer will reimburse the employee for the cost of laundering and purchase of such clothing.
 - (iii) Where it is agreed between the employer and the employee that the work normally performed by the employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing and/or footwear will be supplied by the employer, or else the employer will reimburse the employee for the cost of such protective clothing and footwear.
- (e) **Damaged personal effects allowance**
- (i) An employer will reimburse an employee up to a maximum of **\$931.17** for the replacement or repair of each set of dentures and/or prescription spectacles if they are damaged or destroyed in the course of the employee's ordinary duties, other than through the employee's own negligence.
 - (ii) The employer may require the employee to provide a statutory declaration setting out the circumstances of the damage or destruction and supporting evidence of the value of the item damaged or destroyed.
 - (iii) Where an employee has already received reimbursement of costs from the employer under clause 17.3(e)(i), and later receives compensation which covers the replacement or repair of an employee's dentures and/or prescription spectacles through an applicable workers' compensation scheme, then the following will apply;
 - if the workers' compensation fully covers the cost of replacement or repair, then the employee will reimburse the employer the amount already received under clause 17.3(e)(i); and
 - if the workers' compensation only covers part of the cost of replacement or repair, an employee is only required to reimburse the employer the amount received in compensation.

18. Accident Pay

18.1 Definitions

For the purposes of clause 18, the following definitions will apply:

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the employee's weekly wage payable under this Award for the classification of work if the employee had been performing their normal duties (not including over award payments, shift loadings or overtime).

- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

18.2 Entitlement to accident pay

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

18.3 Calculation of the period

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

18.4 When not entitled to payment

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

18.5 Return to work

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

18.6 Redemptions

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

18.7 Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under clause 18 and the employee will not be entitled to any further accident pay thereafter.

18.8 Casual employees

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

19. Superannuation

19.1 Superannuation legislation

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

19.2 Employer contributions

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

19.3 Voluntary employee contributions

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

19.4 Superannuation fund

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

- (a) AustralianSuper;
- (b) Labour Union Co-operative Retirement Fund (LUCRF);
- (c) TasPlan;

- (d) Sunsuper;
- (e) CareSuper;
- (f) REST;
- (g) MTAA Superannuation Fund;
- (h) 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
- (i) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime and Penalty Rates

20. Shiftwork

20.1 Definitions

- (a) **Early morning shift** means a shift commencing between 2.00 am and 7.00 am.
- (b) **Afternoon shift** means a shift finishing after 6.00 pm and at or before midnight.
- (c) **Night shift** means a shift finishing after midnight and at or before 8.30 am.
- (d) By agreement between the employer and the majority of employees in the workplace or a section or sections of it, the span of hours over which afternoon shift may be worked may be altered by up to one hour at either end of the span.

20.2 No requirement to work shift

Employees employed as day shift employees must not be required to work afternoon shift in the absence of the employee's specific agreement. Afternoon shift will be worked by the employees engaged specifically for this purpose, or by volunteers from day shift. Employees must not be discriminated against in any way for not volunteering to work a particular shift.

20.3 Hours of work

- (a) The ordinary hours of work of shiftworkers will average 38 per week as provided in clause 13.1 and must not exceed 152 in any work cycle; and
- (b) except as provided in clause 20.3(c) will not exceed:
 - (i) 8 hours in one day;
 - (ii) 38 hours in any one week;
 - (iii) 76 hours in any 14 consecutive days;

- (iv) 114 hours in any 21 consecutive days; or
- (v) 152 hours in any 28 consecutive days.
- (c) The ordinary hours for shift employees may be worked between Monday and midnight Friday, inclusive, (subject to clause 20.1(c)) and will be worked on 4 or 5 days of not more than 8 hours (Monday to Friday inclusive) each continuously, except for meal breaks, at the discretion of the employer. An employee may work up to 10 ordinary hours in a day, subject to agreement between the employer and the majority of employees in the workplace or a section or sections of it. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees in the workplace or a section or sections of it.
- (d) Where agreement is reached in accordance with clause 20.3(c), the minimum rate to be paid for a shiftworker for ordinary time worked between midnight on Friday and midnight on Saturday will be **150%** of the minimum hourly rate.
- (e) Where agreement is reached in accordance with clause 20.3(c), the minimum rate to be paid for a shiftworker for ordinary time worked between midnight on Saturday and midnight on Sunday will be **200%** of the minimum hourly rate.
- (f) The extra rates in clause 20.3(c) and clause 20.3(e) are in substitution for and not cumulative upon the shift penalties.

20.4 Shift penalty rates

- (a) An employee while on early morning shift will be paid for such shift at **112.5%** of the minimum hourly rate.
- (b) An employee while on afternoon shift will be paid for such shift at **115%** of the minimum hourly rate.
- (c) An employee while on night shift will be paid for such shift at **130%** of the minimum hourly rate.
- (d) Employees required to work ordinary shifts on a public holiday will be paid in accordance with clause 22.3, instead of their shift penalty rate.

20.5 Setting and alteration of shift roster

The employer will roster shifts at least 48 hours in advance and such roster will show the commencement and finishing time of each shift. Such times having been set may be altered:

- (a) by agreement between the employer and employee; or
- (b) by the employer with the provision of 24 hours' notice in cases of changes necessitated by circumstances outside the control of the employer.

21. Overtime

21.1 Payment for overtime

- (a) Overtime is payable for all time worked by an employee in excess of or outside the ordinary hours of work prescribed by this award.
- (b) Overtime will be paid at the rate of **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate after that.
- (c) Part-time employees will be paid overtime in accordance with clause 10.6.

21.2 Calculation of overtime

For the purpose of clause 21:

- (a) each day or shift worked will stand alone;
- (b) **day** means all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;
- (c) **Saturday** means all the time between midnight Friday and midnight Saturday; and
- (d) **Sunday** means all the time between midnight Saturday and midnight Sunday.

21.3 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 21.3.
- (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 21.3(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 21.3 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement

under clause 21.3 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 21.3 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 21.3 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 21.3(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 21.3 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 21.3 will apply, including the requirement for separate written agreements under clause 21.3(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 21.3 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 21.3.

21.4 Rest period after overtime

- (a) Wherever reasonably practicable overtime will be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) Where an employee works so much overtime that there are fewer than 10 hours between finishing overtime on one day and commencing ordinary work on the next day, the employee will be released until the employee has had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the employer, an employee resumes work or continues work without having had 10 consecutive hours off duty, the employee will be paid 200% of the minimum hourly rate until released from duty and will then be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

22. Penalty rates for weekends and public holidays

22.1 Saturdays

- (a) All ordinary time worked on a Saturday must be paid for at **150%** of the minimum hourly rate.
- (b) An employee required to work overtime on a Saturday must be given at least 3 hours' work or must be paid for 3 hours at the rate in clause 22.1(a), except where such overtime is worked immediately before or after ordinary hours of work.

22.2 Sundays

- (a) All time worked on a Sunday must be paid for at **200%** of the minimum hourly rate.
- (b) An employee required to work overtime on a Sunday must be given at least 4 hours' work or must be paid for 4 hours at the rate in clause 22.2(a), except where such overtime is worked immediately before or after ordinary hours of work.

22.3 Public holidays

- (a) All work performed on any of the holidays prescribed or substituted in accordance with clause 29—Public holidays must be paid for at the rate of **250%** of the minimum hourly rate.
- (b) An employee required to work on a public holiday will be given at least 4 hours' work or be paid for 4 hours at the rate in clause 22.3(a).

23. Call-back

23.1 Mondays to Fridays

An employee called back to work after the employee has left work for the day must be paid for a minimum of 4 hours' work calculated at the appropriate rate for each time the employee is called back.

23.2 Saturdays

An employee called back to work after 12 noon on a Saturday must be paid for a minimum of 4 hours' work calculated at **200%** of the minimum hourly rate.

23.3 Sundays

An employee called back to work on a Sunday must, for the first call-back, be paid for a minimum of 4 hours' work at **200%** of the minimum hourly rate. Each subsequent call-back must be paid at the rate of **200%** of the minimum hourly rate for the actual time worked.

Part 6—Leave and Public Holidays

24. Annual leave

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

24.2 Definition of shiftworker

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

24.3 Payment for annual leave

- (a) Before the start of an employee's annual leave, the employer must pay the employee for the employee's period of leave at the employee's minimum rate of pay at the time the employee takes leave.
- (b) In addition, the employer must pay the employee the greater of:
 - (i) a loading of **17.5%** of the amount payable under clause 24.3(a); or
 - (ii) the weekend penalty rate payments the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period; or
 - (iii) In the case of a shiftworker, the shift loadings the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.

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](#)).

24.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 24, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

24.5 Annual close down

Where an employer intends temporarily to close (or reduce to nucleus) any establishment or a section thereof for the purpose of allowing annual leave to the employees concerned or a majority of them, the employer may give one month's notice in writing to such employees (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of clause 24; and thereupon:

- (a) any employee who at the date of closing is entitled to annual leave for the period of the closure will be given annual leave for the period of the closure; and
- (b) any employee who at the date of closing is not entitled to annual leave will be given leave without pay from the date of closure, together with pay for any period for which the employee is entitled to payment.

In clause 24.5 **date of closing** in relation to each employee means the first day of annual leave or leave pursuant to clause 24.5.

24.6 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 24.6 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 24.6 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 24.6, 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.

24.7 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.7.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.7.
- (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 24.7 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 24.7 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 24.7 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 24.7.

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 24.7.

NOTE 3: An example of the type of agreement required by clause 24.7 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

24.8 Excessive leave accruals: general provision

NOTE: Clauses 24.8 to 24.10 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.8(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 24.9(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.8, 24.9 or 24.10 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 24.9(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 24.9(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 24.9(d) may result in the direction ceasing to have effect. See clause 24.9(b)(i).

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

24.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.8(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 24.10(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 24.9(a) that, when any other paid annual leave arrangements (whether made under clause 24.8, 24.9 or 24.10 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 24.10(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.8, 24.9 or 24.10 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 24.10(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 24.10(a).

25. Personal/carer's leave and compassionate leave

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

26. Parental leave and related entitlements

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

27. Community service leave

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

28. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

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

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

29. Public holidays

29.1 Public holiday entitlements are provided for in the [NES](#). These provisions are in addition to those provided for in the [NES](#).

29.2 Substitution of public holidays

- (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](#).

29.3 Rostered day off falling on a public holiday

- (a) An employee who is entitled to a rostered day off which falls on a public holiday prescribed by clause 29, will be granted an alternative day off. The alternate day off is to be determined by mutual agreement between the employer and the employee.
- (b) If mutual agreement is not reached then clause 32—Dispute resolution will apply.

29.4 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

30. Consultation about major workplace change

30.1 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.

30.2 For the purposes of the discussion under clause 30.1(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.

30.3 Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

30.4 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 30.1(b).

30.5 In clause 30 **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.

30.6 Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.

31. Consultation about changes to rosters or hours of work

31.1 Clause 31 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.

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

31.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 31.2 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.

31.4 The employer must consider any views given under clause 31.3(b).

31.5 Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

32. Dispute resolution

32.1 Clause 32 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

32.2 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.

32.3 If the dispute is not resolved through discussion as mentioned in clause 32.2, 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.

32.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 32.2 and 32.3, a party to the dispute may refer it to the Fair Work Commission.

32.5 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.

- 32.6** 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.
- 32.7** 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 32.
- 32.8** While procedures are being followed under clause 32 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.
- 32.9** Clause 32.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of employment and Redundancy

33. Termination of employment

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

33.1 Notice of termination by an employee

- (a) Clause 33.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In clause 33.1(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 33.1(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 33.1(b), then no deduction can be made under clause 33.1(d).
- (f) Any deduction made under clause 33.1(d) must not be unreasonable in the circumstances.

33.2 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 33.2 is to be taken at times that are convenient to the employee after consultation with the employer.

34. Redundancy

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

34.1 Transfer to lower paid duties on redundancy

- (a) Clause 34.1 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 34.1(c).
- (c) If the employer acts as mentioned in clause 34.1(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.

34.2 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 34 or under section 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.

34.3 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 34.3(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 34.3(b).
- (d) An employee who fails to produce proof when required under clause 34.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 33.2.

Schedule A—Classification Definitions

A.1 Storeworker grade 1

A.1.1 Point of entry

New employee.

A.1.2 Skills/duties

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - (ii) preparation and receipt of appropriate documentation including liaison with suppliers;
 - (iii) allocating and retrieving goods from specific warehouse areas;
 - (iv) basic operation of computer terminal or similar equipment;
 - (v) periodic stock-checks;
 - (vi) responsible for housekeeping in own work environment; and
 - (vii) use of non-licensed material handling equipment.

Steel Distributing employees:

- (viii) Basic repair and preparation for use of pallets.
- (ix) maintaining the work area housekeeping;
- (x) assisting etc. (basic);
- (xi) crane chasing (basic);
- (xii) crane operating (basic);
- (xiii) fork-lift driving (basic);
- (xiv) manual strapping and packing;
- (xv) receiving goods, assembling orders, picking for processing (basic);

- (xvi) ensuring good order of equipment (maintenance, trouble shooting) (basic);
- (xvii) handling paperwork;
- (xviii) setting up and operating a simple machine (saw, cropper, punch, straightline cutter); and
- (xix) driving A (trucks, non-articulated vehicles up to 4.5 tonnes, GVM).

A.2 Storeworker grade 2

A.2.1 Points of entry

- (a) Storeworker grade 1.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

A.2.2 Skills/duties

- (a) Able to understand detailed instructions and work from procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) licensed operation of all appropriate materials handling equipment;
 - (ii) use of tools and equipment within the warehouse (basic non-trades maintenance); and
 - (iii) computer terminal operation at a level higher than that of an employee at Storeworker grade 1.

Steel Distributing employees:

- (iv) driving B (trucks);
- (v) crane chasing (advanced);
- (vi) crane operating (advanced);
- (vii) fork-lift driving (advanced);
- (viii) receiving goods, assembling orders, picking for processing (advanced);
- (ix) assisting (advanced);
- (x) ensuring good order of equipment (maintenance, trouble shooting) (advanced); and

- (xi) setting up and operating a mid-range machine (automatic saw, guillotine).

A.3 Storeworker grade 3

A.3.1 Points of entry

- (a) Storeworker grade 2.
- (b) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

A.3.2 Skills/duties

- (a) Understands and is responsible for quality control standards.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Competent keyboard skills.
- (d) Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- (e) May perform work requiring minimal supervision either individually or in a team environment.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) use of a computer terminal for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc. at a level higher than grade 2;
 - (ii) operation of all materials handling equipment under licence;
 - (iii) development and refinement of a store layout including proper location of goods and their receipt and dispatch; and
 - (iv) employee who is responsible for the supervision of and the responsibility for the conduct of work of up to 10 employees.

Steel Distributing employees:

- (v) setting up and operating a complex machine (plasma cutter, profile cutter); and
- (vi) driving C (trucks).

A.4 Storeworker grade 4

A.4.1 Points of entry

- (a) Storeworker grade 3.
- (b) Proven and demonstrated skills to the level required of this grade.

A.4.2 Skills/duties

- (a) Implements quality control techniques and procedures.
 - (b) Understands and is responsible for a warehouse or a large section of a warehouse.
 - (c) Highly developed level of interpersonal and communication skills.
 - (d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
 - (e) Exercises discretion within the scope of this grade.
 - (f) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
 - (g) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) liaising with management, suppliers and customers with respect to stores operations;
 - (ii) detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of 10 storeworkers; and
 - (iii) maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc.
- Steel Distributing employees:**
- (iv) setting up and operating a very complex machine (NC plasma cutter, NC profile cutter, slitter, shearline).

A.5 Wholesale employee level 1

- A.5.1** An employee performing one or more of the following functions at a wholesale establishment:
- (a) the receiving and preparation for sale and/or display of goods;
 - (b) the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
 - (c) the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;
 - (d) the sale or hire of goods by any means;
 - (e) the receiving, arranging or making payment by any means;
 - (f) the recording by any means of a sale or sales;
 - (g) the wrapping or packing of goods for dispatch and the dispatch of goods;

- (h) the delivery of goods;
- (i) loss prevention;
- (j) demonstration of goods for sale;
- (k) the provision of information, advice and assistance to customers;
- (l) the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; and/or
- (m) work which is incidental to or in connection with any of the above.

A.5.2 Wholesale employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning.

A.6 Wholesale employee level 2

A.6.1 An employee performing work at a wholesale establishment at a higher skill level than a Wholesale employee level 1.

A.6.2 Indicative job titles which are usually within the definition of a Wholesale employee level 2 include:

- (a) Fork-lift operator;
- (b) Ride-on equipment operator.

A.7 Wholesale employee level 3

A.7.1 An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 2.

A.7.2 Indicative of the tasks which might be required at this level are the following:

- (a) supervisory assistance to a designated person in charge of a defined section/department or team leader;
- (b) opening and closing of premises and associated security; or
- (c) security of cash.

A.8 Wholesale employee level 4

A.8.1 An employee performing work at a wholesale establishment at a higher level than a Wholesale employee level 3.

A.8.2 Indicative of the tasks which might be required at this level are the following:

- (a) being in charge of a defined section/department;
- (b) supervision of staff;
- (c) stock control; or
- (d) buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.

- A.8.3** The level 4 classification level shall not apply to employees principally engaged in managerial work including the performance of tasks other than those identified in clause A.8.2.

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Schedule B—Summary of Hourly Rates of Pay**B.1 Full-time and part-time employees****B.1.1 Full-time and part-time employees—day workers—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday	Public holiday
ss	% of minimum hourly rate			
	100%	150%	200%	250%
	\$	\$	\$	\$
Storeworker grade 1—on commencement	20.82	31.23	41.64	52.05
Storeworker grade 1—after 3 months	21.09	31.64	42.18	52.73
Storeworker grade 1—after 12 months	21.34	32.01	42.68	53.35
Storeworker grade 2	21.54	32.31	43.08	53.85
Storeworker grade 3	22.17	33.26	44.34	55.43
Storeworker grade 4	22.82	34.23	45.64	57.05
Wholesale employee level 1—on commencement	20.82	31.23	41.64	52.05
Wholesale employee level 1—after 3 months	21.09	31.64	42.18	52.73
Wholesale employee level 1—after 12 months	21.34	32.01	42.68	53.35
Wholesale employee level 2	21.54	32.31	43.08	53.85
Wholesale employee level 3	22.17	33.26	44.34	55.43
Wholesale employee level 4	22.82	34.23	45.64	57.05

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

	Early morning	Afternoon	Night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	112.5%	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Storeworker grade 1—on commencement	23.42	23.94	27.07	31.23	41.64	52.05
Storeworker grade 1—after 3 months	23.73	24.25	27.42	31.64	42.18	52.73
Storeworker grade 1—after 12 months	24.01	24.54	27.74	32.01	42.68	53.35
Storeworker grade 2	24.23	24.77	28.00	32.31	43.08	53.85
Storeworker grade 3	24.94	25.50	28.82	33.26	44.34	55.43
Storeworker grade 4	25.67	26.24	29.67	34.23	45.64	57.05

Storage Services and Wholesale Award 20XX

	Early morning	Afternoon	Night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	112.5%	115%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$
Wholesale employee level 1—on commencement	23.42	23.94	27.07	31.23	41.64	52.05
Wholesale employee level 1—after 3 months	23.73	24.25	27.42	31.64	42.18	52.73
Wholesale employee level 1—after 12 months	24.01	24.54	27.74	32.01	42.68	53.35
Wholesale employee level 2	24.23	24.77	28.00	32.31	43.08	53.85
Wholesale employee level 3	24.94	25.50	28.82	33.26	44.34	55.43
Wholesale employee level 4	25.67	26.24	29.67	34.23	45.64	57.05

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

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Storeworker grade 1—on commencement	31.23	41.64	41.64	52.05
Storeworker grade 1—after 3 months	31.64	42.18	42.18	52.73
Storeworker grade 1—after 12 months	32.01	42.68	42.68	53.35
Storeworker grade 2	32.31	43.08	43.08	53.85
Storeworker grade 3	33.26	44.34	44.34	55.43
Storeworker grade 4	34.23	45.64	45.64	57.05
Wholesale employee level 1—on commencement	31.23	41.64	41.64	52.05
Wholesale employee level 1—after 3 months	31.64	42.18	42.18	52.73
Wholesale employee level 1—	32.01	42.68	42.68	53.35

Storage Services and Wholesale Award 20XX

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
after 12 months				
Wholesale employee level 2	32.31	43.08	43.08	53.85
Wholesale employee level 3	33.26	44.34	44.34	55.43
Wholesale employee level 4	34.23	45.64	45.64	57.05

B.2 Casual employees

B.2.1 Casual employees—day workers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	125%	175%	225%	275%
	\$	\$	\$	\$
Storeworker grade 1—on commencement	26.03	36.44	46.85	57.26
Storeworker grade 1—after 3 months	26.36	36.91	47.45	58.00
Storeworker grade 1—after 12 months	26.68	37.35	48.02	58.69
Storeworker grade 2	26.93	37.70	48.47	59.24
Storeworker grade 3	27.71	38.80	49.88	60.97
Storeworker grade 4	28.53	39.94	51.35	62.76
Wholesale employee level 1—on commencement	26.03	36.44	46.85	57.26
Wholesale employee level 1—after 3 months	26.36	36.91	47.45	58.00
Wholesale employee level 1—after 12 months	26.68	37.35	48.02	58.69
Wholesale employee level 2	26.93	37.70	48.47	59.24
Wholesale employee level 3	27.71	38.80	49.88	60.97
Wholesale employee level 4	28.53	39.94	51.35	62.76

Storage Services and Wholesale Award 20XX

B.2.2 Casual employees—shiftworkers—penalty rates

	Early morning	Afternoon	Night	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	137.5%	140%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$
Storeworker grade 1—on commencement	28.63	29.15	32.27	36.44	46.85	57.26
Storeworker grade 1—after 3 months	29.00	29.53	32.69	36.91	47.45	58.00
Storeworker grade 1—after 12 months	29.34	29.88	33.08	37.35	48.02	58.69
Storeworker grade 2	29.62	30.16	33.39	37.70	48.47	59.24
Storeworker grade 3	30.48	31.04	34.36	38.80	49.88	60.97
Storeworker grade 4	31.38	31.95	35.37	39.94	51.35	62.76
Wholesale employee level 1—on commencement	28.63	29.15	32.27	36.44	46.85	57.26
Wholesale employee level 1—after 3 months	29.00	29.53	32.69	36.91	47.45	58.00
Wholesale employee level 1—after 12 months	29.34	29.88	33.08	37.35	48.02	58.69
Wholesale employee level 2	29.62	30.16	33.39	37.70	48.47	59.24
Wholesale employee level 3	30.48	31.04	34.36	38.80	49.88	60.97
Wholesale employee level 4	31.38	31.95	35.37	39.94	51.35	62.76

Schedule C—Summary of Monetary Allowances

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

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly wage rate for Storeworker grade 4 in clause 15—Minimum rates = \$867.20

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance	17.2(a)	1.50	13.01	per week
Cold temperatures allowance—From -15.6°C to -18.9°C	17.2(b)(i)	0.10	0.87	per hour or part there of
Cold temperatures allowance—From -18.9°C to -23.3°C	17.2(b)(ii)	0.15	1.30	per hour or part there of
Cold temperatures allowance—Below -23.3°C	17.2(b)(iii)	0.20	1.73	per hour or part there of

C.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.

C.2 Expense-related allowances

C.2.1 The expense-related allowances in this award will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	Payable
Meal allowance—overtime in excess of one hour after usual finishing time	17.3(a)	17.15	per occasion
Damaged personal effects allowance— an amount of up to	17.3(e)	931.17	per set of dentures and/or spectacles

C.2.2 Adjustment of expense-related allowances

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

Storage Services and Wholesale Award 20XX

- (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
Damaged personal effects allowance	Health group

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Schedule D—Supported Wage System

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

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

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

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

D.10 Trial period

- D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule H—Part-day Public Holidays

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00 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 minimum of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00 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 H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- H.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).
- H.4** This schedule is not intended to detract from or supplement the [NES](#).