Association of Consulting Architects
The Business of Architecture

INDUSTRIAL AWARDS

Miscellaneous Award 2020

Modern Award Number MA 000104
with 2026–2027 pay rates
applies from 1 July 2026

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The Business of Architecture

Miscellaneous Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 July 2026 (PR799280, PR799384 and PR799539).

Clause(s) affected by the most recent variation(s):

15—Minimum rates

17—Allowances

Schedule A—Summary of Hourly Rates of Pay

Schedule B—Summary of Monetary Allowances

Schedule D—Supported Wage System

Schedule E—National Training Wage

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Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the *Miscellaneous Award 2020.*

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).

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

[Definition of casual employee inserted by PR733932 from 27Sep21; varied by PR777338 from 27Aug24]

casual employee has the meaning given by section 15A of the Act.

NOTE: Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (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.

[Definition of employee organisation inserted by PR774832 from 01Jul24]

employee organisation has the meaning given by section 12 of Act.

employer means national system employer within the meaning of the Act.

[Definition of enterprise inserted by PR774832 from 01Jul24]

enterprise has the meaning given by section 12 of the Act.

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

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

[Definition of **regular casual employee** inserted by PR733932 from 27Sep21]

regular casual employee has the meaning given by section 12 of the Act.

[Definition of **small business employer** inserted by PR774832 from 01Jul24]

small business employer has the meaning given by section 23 of the Act.

standard rate means the minimum weekly rate for Level 3 in clause 0.

standard rate means the minimum weekly rate for Level 3 in clause 0.

[Definition of **workplace delegate** inserted by PR774832 from 01Jul24]

workplace delegate has the meaning given by section 350C(1) of the Act.

3. The National Employment Standards and this award

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

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

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

4. Coverage

4.1 Subject to clauses 4.2, 4.3, 4.4 and 4.5 this award covers employers throughout Australia and their employees in the classifications listed in clause 15-Minimum rates who are not covered by any other modern award.

4.2 The award does not cover managerial employees and professional employees such as accountants and finance, marketing, legal, human resources, public relations and information technology specialists.

4.3 The award does not cover employees excluded from award coverage by the Act.

4.4 The award does not cover 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.

4.5 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

4.6 This award covers any employer which supplies on-hire employees in classifications set out in clause 12—Classifications and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

4.7 This award covers employers which provide group training services for apprentices and trainees under this award and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

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 substituted by PR763311 ppc 01Aug23]

Requests for flexible working arrangements are provided for in the NES.

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 29—Dispute resolution and/or under section 65B of the Act.

7. Facilitative provisions

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

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

Clause	Provision	Agreement between an employer and:
13.5	Ordinary hours of work	
0	Time off instead of payment for overtime	An individual
21.5	Annual leave in advance	An individual
21.6	Cashing out of annual leave	An individual
26.2, 26.3	Substitution of public holidays	An individual

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

The ordinary hours of full-time employees are an average of 38 per week.

10. Part-time employees

10.1 A part-time employee:

(a) is engaged to work less than full-time hours of 38 per week;

(b) has predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to full-time employees in the same classification.

10.2 At the time of engagement the employer and the part-time employee must agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day.

10.3 A part-time employee's hours once fixed can be varied at any time by agreement. Any agreed variation to the regular pattern of hours will be recorded in writing.

11. Casual employees

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

11.2 Casual loading

[11.2 substituted by PR723933 ppc 20Nov20; 11.2 renumbered as 11.1 by PR733932 from 27Sep21]

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

(i) the minimum hourly rate in clause 15—Minimum rates for the classification in which they are employed; and

(ii) a loading of 25% of the minimum hourly rate.

(b) The casual loading will not be paid for overtime hours worked.

[11.3 renumbered as 11.2 by PR733932 from 27Sep21]

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

(a) Casual employees must be paid a loading of 25% in addition to the relevant minimum rate in clause 15—Minimum rates.

(b) The casual loading is instead of the paid leave to which full-time employees are entitled under the NES and this award.

11.3 Changes to casual employment status

[11.4 renumbered as 11.3 and renamed and substituted by PR733932 from 27Sep21; renamed and substituted by PR777338 from 27Aug24]

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Act and/or under clause 29—Dispute resolution.

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

12. Classifications

12.1 A description of the classifications under this award is set out below.

(a) **Level 1**

An employee at this level has been employed for a period of less than 3 months and is not carrying out the duties of a level 3 or level 4 employee.

(b) **Level 2**

An employee at this level has been employed for at least 3 months and is not carrying out the duties of a level 3 or level 4 employee.

(c) **Level 3**

An employee at this level has a trade qualification or equivalent and is carrying out duties requiring such qualifications.

(d) **Level 4**

An employee at this level has advanced trade qualifications and is carrying out duties requiring such qualifications or is a sub-professional employee.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 Ordinary hours are fixed in accordance with clauses 9—Full-time employees, 10—Part-time employees and 11—Casual employees.

13.2 Ordinary hours for full-time and part-time employees are to be worked on a regular basis with fixed starting and finishing times over a maximum of 6 days per week.

13.3 On average a full-time or part-time employee must not be required to work ordinary hours on more than 20 days in any 28 day period.

13.4 Once fixed, the starting and finishing times can be varied by agreement at any time or by the employer on 7 days' notice.

13.5 Ordinary hours are not to exceed 10 hours on any day or shift except by agreement in which case the maximum number of ordinary hours is 12.

13A. Employee right to disconnect

[13A inserted by PR778077 from 26Aug24]

13A.1 Clause 13A provides for the exercise of an employee's right to disconnect under section 333M of the Act.

NOTE:

(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(1) their employer outside of the employee's working hours,

(2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.

(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.

(c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

(d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.

(e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

13A.2 Clause 13A applies from the following dates:

(a) 26 August 2024—for employers that are not small business employers on this date and their employees.

(b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

13A.3 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

14. Breaks

An employee must not be required to work for more than 5 hours without an unpaid meal break of at least 30 minutes.

Part 4—Wages and Allowances

15. Minimum rates

[Varied by PR718922, PR729365, PR733932, PR740790, PR762213, PR773993, PR786643, PR799384]

[15.1 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

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

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
Level 1	978.10	25.74
Level 2	1029.10	27.08
Level 3	1119.10	29.45
Level 4	1221.10	32.13

NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

15.2 Apprentice minimum rates

(a) An apprentice (other than an adult apprentice) must be paid a minimum of the following percentage of the standard rate (Level 3):

Year of apprenticeship	% of Level 3
1st	55
2nd	65
3rd	80
4th	95

(b) An adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be paid:

(i) **80%** of the minimum weekly rate for Level 3 in clause 0; or

(ii) the rate prescribed by clause 15.2(a) for the relevant year of the apprenticeship,

whichever is the greater.

(c) An adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be paid:

(i) the rate for the lowest adult classification in clause 0; or

(ii) the rate prescribed by clause 15.2(a) for the relevant year of the apprenticeship,

whichever is the greater.

(d) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that:

(i) the person has been an employee in that enterprise for at least 6 months as a full-time employee; or

(ii) 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.

(e) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 0 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

15.3 Apprentice conditions of employment

(a) Except as provided in clause 15.3 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

(b) **Block release training**

(i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.

(ii) Provided that clause 15.3(b) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

(iii) For the purposes of clause 15.3(b)(i), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.

(iv) For the purposes of clause 15.3(b)(i), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(c) **Reduction of payment**

(i) The amount payable by an employer under clause 15.3(b)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

(ii) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer:

- within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
- within 3 months of the commencement of the training provided by the RTO,

whichever is the later, unless there is unsatisfactory progress.

(iii) An employer may meet its obligations under clause 15.3(c)(ii) by paying any fees and/or cost of textbooks directly to the RTO.

(d) **Attending training**

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

(ii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the

apprentice's employment conditions. Clause 15.3(d)(ii) operates subject to the provisions of Schedule C—School-based Apprentices.

(e) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay for apprentice employees including overtime and penalty rates.

15.4 Junior minimum rates

The minimum rates for juniors are:

Age	% of relevant adult minimum rate
Under 16 years	36.8
16 years	47.3
17 years	57.8
18 years	68.3
19 years	82.5
20 years	97.7

NOTE: See clause Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay for junior employees including overtime and penalty rates.

15.5 Higher duties

An employee engaged for more than 4 hours on any one day or shift in the duties of a higher classification must be paid the minimum hourly rate for that classification for the whole day or shift.

15.6 Supported wage system

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

15.7 School-based apprentices

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

15.8 National training wage

For employees undertaking a traineeship, see Schedule E—National Training Wage.

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 Payment of wages is dealt with in section 323 of the Act.

16.2 Payment on termination of employment

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

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the NES.

(b) The requirement to pay wages and other amounts under clause 16.2(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

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

NOTE 2: Clause 16.2(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.2. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

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

17. Allowances

[Varied by PR718922, PR719074, PR729365, PR729547, PR740790, PR740953, PR762213, PR762382, PR773993, PR774162, PR786643, PR786811, PR799384, PR799539]

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

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

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

17.2 Wage-related allowances

(a) **First aid allowance**

[17.2(a) varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from St John Ambulance or similar body, must be paid an extra **$22.38** per week if appointed by their employer to perform first aid duties.

(b) **Leading hand/in charge allowance**

[17.2(b) varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

A team leader or leading hand in charge of 3 or more employees must be paid:

In charge of	$ per week
3–10 employees	49.24
11–20 employees	72.74
More than 20 employees	92.89

17.3 Expense-related allowances

(a) **Clothing reimbursement**

An employee required to provide special clothing or a uniform must be reimbursed by the employer for the cost of such clothing.

(b) **Meal allowance**

[17.3(b)(i) varied by PR719074, PR729547, PR740953, PR762382, PR774162, PR786811, PR799539 ppc 01Jul26]

(i) An employee required to work more than one hour of overtime after the employee's ordinary time of ending work without being given 24 hours' notice must be either provided with a meal or paid a meal allowance of **$24.56**.

[17.3(b)(ii) varied by PR719074, PR729547, PR740953, PR762382, PR774162, PR786811, PR799539 ppc 01Jul26]

(ii) If the overtime exceeds 4 hours a further meal allowance of **$22.27** must be paid.

(c) **Vehicle allowance**

[17.3(c) varied by PR729547, PR740953, PR762382, PR774162, PR799539 ppc 01Jul26]

An employee who agrees with their employer to use their own motor vehicle on the employer's business must be paid an allowance of **$1.00** per kilometre.

(d) **Reimbursement of expenses**

An employee must be reimbursed all reasonable expenses incurred at the direction of the employer.

18. Superannuation

18.1 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.

18.2 Superannuation contributions for defined benefit members

An employer is permitted to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.

Part 5—Overtime and Penalty Rates

19. Overtime

All time worked in excess of:

(a) an average of 38 hours per week, or the daily hours prescribed in clause 13.5, by a full-time employee or casual employee; or

(b) in excess of the agreed number of hours per week pursuant to clauses 10.2 and 10.3, or the daily hours prescribed in clause 13.5, by a part-time employee;

is overtime and must be paid at the rate of **150%** of the relevant minimum rate for the first 3 hours and **200%** of the relevant minimum rate after 3 hours

19.2 Time off instead of payment for overtime

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 0.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in clause 19.2(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 0 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 0 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 0 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 0 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.2(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The employer must keep a copy of any agreement under clause 0 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 0 will apply, including the requirement for separate written agreements under clause 19.2(b) for overtime that has been worked.

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

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 0 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 0.

20. Penalty rates

All work performed by an employee outside of ordinary hours, which is not overtime will be paid at the following rates:

	Full-time and part-time employees	Casual employees
	% of minimum hourly rate	
Monday to Friday—outside 7.00 am – 7.00 pm	120	145
Saturday—all day	120	145
Sunday—all day	150	175
Public holidays—all day	250	250

Part 6—Leave and Public Holidays

21. Annual leave

21.1 Annual leave is provided for in the NES.

21.2 Definition of a shiftworker

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a **shiftworker** is an employee who works ordinary hours over 7 days of the week and is regularly rostered to work on Sundays and public holidays.

21.3 Annual leave loading

When taking a period of paid annual leave an employee must be paid a loading of **17.5%** in addition to the payment required by the NES or the ordinary pay they would have received for the period of the leave, whichever is the greater.

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).

21.4 Direction to take annual leave during shutdown

[21.4 renamed and substituted by PR751106 ppc 01May23]

(a) Clause 21.4 applies if an employer:

(i) intends to shut down all or part of its operation for a particular period for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them (temporary shutdown period); and

(ii) wishes to require affected employees to take paid annual leave during that period.

(b) The employer must give the affected employees one month's written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.

(c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 21.4(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.

(d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

(e) A direction by the employer under clause 21.4(d):

(i) must be in writing; and

(ii) must be reasonable.

(f) The employee must take paid annual leave in accordance with a direction under clause 21.4(d).

(g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 21.4(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

(h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 21.5.

(i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 21.5, to which an entitlement has not been accrued, is to be taken into account.

(j) Clauses 21.7 to 21.9 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 21.4.

21.5 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 21.5 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 21.5 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

21.6 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.6.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.6.

(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 21.6 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 21.6 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 21.6 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 21.6.

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 21.6.

NOTE 3: An example of the type of agreement required by clause 21.6 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

21.7 Excessive leave accruals: general provision

NOTE: Clauses 21.7 to 21.9 contain provisions, additional to the National Employment Standards, 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 21.2).

(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 21.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 21.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

(a) If an employer has genuinely tried to reach agreement with an employee under clause 21.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 21.8(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under clause 21.8(a) that is in effect.

(d) An employee to whom a direction has been given under clause 21.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 21.8(d) may result in the direction ceasing to have effect. See clause 21.8(b)(i).

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

21.9 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 21.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 21.9(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 21.8(a) that, when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 21.9(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.7, 21.8 or 21.9 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 21.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 21.2) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 21.9(a).

22. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

23. Parental leave and related entitlements

[23 varied by PR763311 ppc 01Aug23]

Parental leave and related entitlements are provided for in the NES.

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 29—Dispute resolution and/or under section 76B of the Act.

24. Community service leave

Community service leave is provided for in the NES.

25. Family and domestic violence leave

[25—Unpaid family and domestic violence leave renamed and substituted by PR750508 ppc 15Mar23]

Family and domestic violence leave is provided for in the NES.

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations 2009.

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.

26. Public holidays

[Varied by PR747455]

26.1 Public holiday entitlements are provided for in the NES.

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

26.3 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.

26.4 All worked performed by an employee on a public holiday will be paid in accordance with clause 20—Penalty rates.

[26.5 deleted by PR747455 ppc 14Nov22].

Part 7—Workplace Delegates, Consultation and Dispute Resolution

[Part 7—Consultation and Dispute Resolution renamed by PR774832 from 01Jul24]

26A. Workplace delegates' rights

[26A inserted by PR774832 from 01Jul24]

26A.1 Clause 26A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 26A.

26A.2 In clause 26A:

(a) employer means the employer of the workplace delegate;

(b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

26A.3 Before exercising entitlements under clause 26A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

26A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

26A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(a) consultation about changes to rosters or hours of work;

(b) resolution of disputes;

(c) disciplinary processes;

(d) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(e) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

26A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 26A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

26A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 26A.7(a) if:

(vi) the workplace does not have the facility;

(vii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(viii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

26A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training

and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

26A.9 Exercise of entitlements under clause 26A

(a) A workplace delegate's entitlements under clause 26A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.

(b) When exercising any entitlements under clause 26A, a workplace delegate must, other than in the reasonable exercise of those entitlements:

(i) comply with their duties and obligations as an employee; and

(ii) not hinder, obstruct or prevent the normal performance of work.

(c) Clause 26A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(d) Clause 26A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 26A.

27. Consultation about major workplace change

27.1 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.

27.2 For the purposes of the discussion under clause 27.1(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.

27.3 Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

27.4 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 27.1(b).

27.5 In clause 27 **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.

27.6 Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

28. Consultation about changes to rosters or hours of work

28.1 Clause 28 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.

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

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

(a) provide to the employees and representatives mentioned in clause 28.2 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.

28.4 The employer must consider any views given under clause 28.3(b).

28.5 Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Dispute resolution

29.1 Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

29.2 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.

29.3 If the dispute is not resolved through discussion as mentioned in clause 29.2, 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.

29.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.

29.5 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.

29.6 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.

29.7 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 29.

29.8 While procedures are being followed under clause 29 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.

29.9 Clause 29.8 is subject to any applicable work health and safety legislation.

[Note 1 and Note 2 inserted by PR763311; deleted by PR778077 from 26Aug24]

[Note inserted by PR778077 from 26Aug24; varied by PR777338 from 27Aug24]

NOTE: In addition to clause 29, the Act contains dispute resolution procedures as follows:

For a dispute about rights under the Act to	Section
Request flexible working arrangements	65B
Change casual employment status	66M
Request an extension to unpaid parental leave	76B
Exercise an employee's right to disconnect	333N

Part 8—Termination of Employment and Redundancy

30. Termination of employment

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

30.1 Notice of termination by an employee

(a) Clause 30.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

(c) In clause 30.1(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 30.1(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 30.1(b), then no deduction can be made under clause 30.1(d).

(f) Any deduction made under clause 30.1(d) must not be unreasonable in the circumstances.

30.2 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 30.2 is to be taken at times that are convenient to the employee after consultation with the employer.

31. Redundancy

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

31.1 Transfer to lower paid duties on redundancy

(a) Clause 31.1 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 31.1(c).

(c) If the employer acts as mentioned in clause 31.1(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 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 and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

31.2 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 31 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

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

31.3 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 31.3(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 31.3(b).

(d) An employee who fails to produce proof when required under clause 31.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 30.2.

Schedule A—Summary of Hourly Rates of Pay

[Varied by PR718922, PR729365, PR740790, PR762213, PR767430, PR773993, PR786643, PR799384]

A.1 Adult full-time and part-time employees

A.1.1 Adult full-time and part-time employees—ordinary and penalty rates

[A.1.1 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

	Ordinary hours	Monday to Friday[1]	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of minimum hourly rate				
	100%	120%	120%	150%	250%
	$	$	$	$	$
Level 1	25.74	30.89	30.89	38.61	64.35
Level 2	27.08	32.50	32.50	40.62	67.70
Level 3	29.45	35.34	35.34	44.18	73.63
Level 4	32.13	38.56	38.56	48.20	80.33

[1] All worked performed outside hours of 7.00 am and 7.00 pm.

A.1.2 Adult full-time and part-time employees—overtime rates

[A.1.2 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

	First 3 hours	After 3 hours	Public holiday
	% of minimum hourly rate		
	150%	200%	250%
	$	$	$
Level 1	38.61	51.48	64.35
Level 2	40.62	54.16	67.70
Level 3	44.18	58.90	73.63
Level 4	48.20	64.26	80.33

A.2 Adult casual employees

A.2.1 Adult casual employees—ordinary and penalty rates

[A.2.1 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

	Ordinary hours	Monday to Friday[1]	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of minimum hourly rate				
	125%	145%	145%	175%	250%
	$	$	$	$	$
Level 1	32.18	37.32	37.32	45.05	64.35
Level 2	33.85	39.27	39.27	47.39	67.70
Level 3	36.81	42.70	42.70	51.54	73.63
Level 4	40.16	46.59	46.59	56.23	80.33

[1] All worked performed outside hours of 7.00 am and 7.00 pm.

A.3 Junior employees

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 15.4. Adult rates apply from 21 years of age in accordance with clause 15.4.

A.3.1 Full-time and part-time junior employees—ordinary and penalty rates

[A.3.1 varied by PR718922, PR729365, PR740790, PR762213, PR767430, PR773993, PR786643, PR799384 ppc 01Jul26]

Age	Junior hourly rate – ordinary hours	Monday to Friday[1]	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior hourly rate				
	100%	120%	120%	150%	250%
	$	$	$	$	$
Level 1					
Under 16 years	9.47	11.36	11.36	14.21	23.68
16 years	12.18	14.62	14.62	18.27	30.45
17 years	14.88	17.86	17.86	22.32	37.20
18 years	17.58	21.10	21.10	26.37	43.95
19 years	21.24	25.49	25.49	31.86	53.10
20 years	25.15	30.18	30.18	37.73	62.88
Level 2					
Under 16 years	9.97	11.96	11.96	14.96	24.93
16 years	12.81	15.37	15.37	19.22	32.03
17 years	15.65	18.78	18.78	23.48	39.13
18 years	18.50	22.20	22.20	27.75	46.25
19 years	22.34	26.81	26.81	33.51	55.85
20 years	26.46	31.75	31.75	39.69	66.15
Level 3					
Under 16 years	10.84	13.01	13.01	16.26	27.10
16 years	13.93	16.72	16.72	20.90	34.83
17 years	17.02	20.42	20.42	25.53	42.55
18 years	20.11	24.13	24.13	30.17	50.28
19 years	24.30	29.16	29.16	36.45	60.75
20 years	28.77	34.52	34.52	43.16	71.93
Level 4					
Under 16 years	11.82	14.18	14.18	17.73	29.55
16 years	15.20	18.24	18.24	22.80	38.00
17 years	18.57	22.28	22.28	27.86	46.43
18 years	21.94	26.33	26.33	32.91	54.85
19 years	26.51	31.81	31.81	39.77	66.28
20 years	31.39	37.67	37.67	47.09	78.48

[1] All worked performed outside hours of 7.00 am and 7.00 pm.

A.3.2 Full-time and part-time junior employees—overtime rates

[A.3.2 varied by PR718922, PR729365, PR740790, PR762213, PR767430, PR773993, PR786643, PR799384 ppc 01Jul26]

Age	First 3 hours	After 3 hours	Public holiday
	% of junior hourly rate		
	150%	200%	250%
	$	$	$
Level 1			
16 years or under	14.21	18.94	23.68
16 years	18.27	24.36	30.45
17 years	22.32	29.76	37.20
18 years	26.37	35.16	43.95
19 years	31.86	42.48	53.10
20 years	37.73	50.30	62.88
Level 2			
16 years or under	14.96	19.94	24.93
16 years	19.22	25.62	32.03
17 years	23.48	31.30	39.13
18 years	27.75	37.00	46.25
19 years	33.51	44.68	55.85
20 years	39.69	52.92	66.15
Level 3			
16 years or under	16.26	21.68	27.10
16 years	20.90	27.86	34.83
17 years	25.53	34.04	42.55
18 years	30.17	40.22	50.28
19 years	36.45	48.60	60.75
20 years	43.16	57.54	71.93
Level 4			
16 years or under	17.73	23.64	29.55
16 years	22.80	30.40	38.00
17 years	27.86	37.14	46.43
18 years	32.91	43.88	54.85
19 years	39.77	53.02	66.28
20 years	47.09	62.78	78.48

A.3.3 Casual junior employees—ordinary and penalty rates

[A.3.3 varied by PR718922, PR729365, PR740790, PR762213, PR767430, PR773993, PR786643, PR799384 ppc 01Jul26]

Age	Junior hourly rate – ordinary hours	Monday to Friday[1]	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior hourly rate				
	125%	145%	145%	175%	250%
	$	$	$	$	$
Level 1					
Under 16 years	11.84	13.73	13.73	16.57	23.68
16 years	15.23	17.66	17.66	21.32	30.45
17 years	18.60	21.58	21.58	26.04	37.20
18 years	21.98	25.49	25.49	30.77	43.95
19 years	26.55	30.80	30.80	37.17	53.10
20 years	31.44	36.47	36.47	44.01	62.88
Level 2					
Under 16 years	12.46	14.46	14.46	17.45	24.93
16 years	16.01	18.57	18.57	22.42	32.03
17 years	19.56	22.69	22.69	27.39	39.13
18 years	23.13	26.83	26.83	32.38	46.25
19 years	27.93	32.39	32.39	39.10	55.85
20 years	33.08	38.37	38.37	46.31	66.15
Level 3					
Under 16 years	13.55	15.72	15.72	18.97	27.10
16 years	17.41	20.20	20.20	24.38	34.83
17 years	21.28	24.68	24.68	29.79	42.55
18 years	25.14	29.16	29.16	35.19	50.28
19 years	30.38	35.24	35.24	42.53	60.75
20 years	35.96	41.72	41.72	50.35	71.93
Level 4					
Under 16 years	14.78	17.14	17.14	20.69	29.55
16 years	19.00	22.04	22.04	26.60	38.00
17 years	23.21	26.93	26.93	32.50	46.43
18 years	27.43	31.81	31.81	38.40	54.85
19 years	33.14	38.44	38.44	46.39	66.28
20 years	39.24	45.52	45.52	54.93	78.48

[1] All worked performed outside hours of 7.00 am and 7.00 pm.

A.4 Apprentice rates

A.4.1 The **junior apprentice hourly rate** is based on a percentage of the Level 3 adult weekly rate in accordance with clause 15.2(a).

A.4.2 The **adult apprentice hourly rate** is calculated in accordance with clause 15.2(c).

A.4.3 Junior apprentices—ordinary and penalty rates

[A.4.3 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

Year	Junior apprentice hourly rate – ordinary hours	Monday to Friday[1]	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of junior apprentice hourly rate				
	100%	120%	120%	150%	250%
	$	$	$	$	$
1st year	16.20	19.44	19.44	24.30	40.50
2nd year	19.14	22.97	22.97	28.71	47.85
3rd year	23.56	28.27	28.27	35.34	58.90
4th year	27.98	33.58	33.58	41.97	69.95

[1] All worked performed outside hours of 7.00 am and 7.00 pm.

A.4.4 Junior apprentices—overtime rates

[A.4.4 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

Year	First 3 hours	After 3 hours	Public holiday
	% of junior apprentice hourly rate		
	150%	200%	250%
	$	$	$
1st year	24.30	32.40	40.50
2nd year	28.71	38.28	47.85
3rd year	35.34	47.12	58.90
4th year	41.97	55.96	69.95

A.4.5 Adult apprentices who commenced on or after 1 January 2014—ordinary and penalty rates

[A.4.5 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

Year	Adult apprentice hourly rate – ordinary hours	Monday to Friday[1]	Saturday – ordinary hours	Sunday – ordinary hours	Public holiday
	% of adult apprentice hourly rate				
	100%	120%	120%	150%	250%
	$	$	$	$	$
1st year	23.56	28.27	28.27	35.34	58.90
2nd year	25.74	30.89	30.89	38.61	64.35
3rd year	25.74	30.89	30.89	38.61	64.35
4th year	27.98	33.58	33.58	41.97	69.95

[1] All worked performed outside of hours of 7.00 am and 7.00 pm.

A.4.6 Adult apprentices who commenced on or after 1 January 2014—overtime rates

[A.4.6 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

Year	First 3 hours	After 3 hours	Public holiday
	% of adult apprentice hourly rate		
	150%	200%	250%
	$	$	$
1st year	35.34	47.12	58.90
2nd year	38.61	51.48	64.35
3rd year	38.61	51.48	64.35
4th year	41.97	55.96	69.95

Schedule B—Summary of Monetary Allowances

[Varied by PR718922, PR719074, PR729365, PR729547, PR740790, PR740953, PR750857, PR762213, PR762382, PR773993, PR774162, PR786643, PR786811, PR799384, PR799539]

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

B.1 Wage-related allowances

[B.1.1 varied by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

B.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly rate for Level 3 in clause 0 = **$1119.10**.

Allowance	Clause	% of standard rate	$	Payable
First aid allowance	17.2(a)	2.0	22.38	per week
Leading hand/in charge allowance—in charge of—3–10 employees	17.2(b)	4.4	49.24	per week
Leading hand/in charge allowance—in charge of—11–20 employees	17.2(b)	6.5	72.74	per week
Leading hand/in charge allowance—in charge of—more than 20 employees	17.2(b)	8.3	92.89	per week

B.1.2 Automatic adjustment of wage-related allowances

[B.1.2 inserted by PR750857 ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.

B.2 Expense-related allowances

[B.2.1 varied by PR719074, PR729547, PR740953, PR762382, PR774162, PR786811, PR799539 ppc 01Jul26]

B.2.1 The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	$	Payable
Meal allowance—overtime of more than one hour without 24 hours' notice	17.3(b)(i)	24.56	per occasion
Meal allowance—overtime exceeding 4 hours	17.3(b)(ii)	22.27	per occasion
Vehicle allowance	17.3(c)	1.00	per km

B.2.2 Adjustment of expense-related allowances

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

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

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

Schedule C—School-based Apprentices

C.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

C.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

C.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

C.4 For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

C.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

C.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

C.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.

C.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

C.9 The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

C.10 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

C.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule D—Supported Wage System

[Varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538, PR799280]]

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

Assessed capacity (clause D.5) %	Relevant minimum wage %
90	90

[D.4.2 varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538, PR799280 ppc 01Jul26]

D.4.2 Provided that the minimum amount payable must be not less than **$113** 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 varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538, PR799280 ppc 01Jul26]

D.10.3 The minimum amount payable to the employee during the trial period must be no less than **$113** 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—National Training Wage

[Varied by PR718922, PR729365, PR740790, PR743459, PR762213, PR773993, PR786643, PR799384]]

E.1 Definitions

E.1.1 In this schedule:

adult trainee means a trainee who would qualify for the highest minimum wage in wage level A, B or C if covered by that wage level.

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant Ministers means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

(a) has been approved by the relevant State or Territory training authority; and

(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and

(c) leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

wage level A, B or C, see clause E.4.

Year 10 includes any year before Year 10.

E.1.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

(a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and

(b) include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and

(c) not include any period during a calendar year after the completion during that year of a year of schooling.

E.2 Coverage

E.2.1 Subject to clauses E.2.2 to E.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause E.6 or by clause E.4.4.

E.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.6.

E.2.3 This schedule does not apply to:

(a) the apprenticeship system; or

(b) qualifications not identified in training packages; or

(c) qualifications in training packages that are not identified as appropriate for a traineeship.

E.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

E.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

E.3 Types of traineeship

The following types of traineeship are available:

E.3.1 A full-time traineeship based on 38 ordinary hours per week, with **20%** of those hours being approved training;

E.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with **20%** of those hours being approved training provided:

(a) wholly on the job; or

(b) partly on the job and partly off the job; or

(c) wholly off the job.

E.4 Minimum rates

[E.4 substituted by PR718922, PR729365, PR740790, PR762213, PR773993, PR786643, PR799384 ppc 01Jul26]

E.4.1 Minimum weekly rates for full-time traineeships

(a) **Wage level A**

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the weekly rate specified in Column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	$	$	$
School leaver	432.30	476.00	566.20
Plus 1 year out of school	476.00	566.20	658.90
Plus 2 years out of school	566.20	658.90	766.80
Plus 3 years out of school	658.90	766.80	877.80
Plus 4 years out of school	766.80	877.80	
Plus 5 or more years out of school	877.80		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(a).

(b) **Wage level B**

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the weekly rate specified in Column 2 of **Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	$	$	$
School leaver	432.30	476.00	551.70
Plus 1 year out of school	476.00	551.70	634.70
Plus 2 years out of school	551.70	634.70	744.40
Plus 3 years out of school	634.70	744.40	848.90
Plus 4 years out of school	744.40	848.90	
Plus 5 or more years out of school	848.90		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(b).

(c) **Wage level C**

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.3 is the weekly rate specified in Column 2 of **Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	$	$	$
School leaver	432.30	476.00	551.70
Plus 1 year out of school	476.00	551.70	623.90
Plus 2 years out of school	551.70	623.90	697.00
Plus 3 years out of school	623.90	697.00	776.40
Plus 4 years out of school	697.00	776.40	
Plus 5 or more years out of school	776.40		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(c).

(d) **AQF Certificate Level IV traineeships**

(i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by **3.8%**.

(i) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of **Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per week	per week
	$	$
A	911.10	945.70
B	881.20	914.70
C	805.90	836.40

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(d).

E.4.2 Minimum hourly rates for part-time traineeships

(a) **Wage level A**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the hourly rate specified in Column 2 of **Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	$	$	$
School leaver	14.21	15.66	18.61
Plus 1 year out of school	15.66	18.61	21.67
Plus 2 years out of school	18.61	21.67	25.21
Plus 3 years out of school	21.67	25.21	28.88
Plus 4 years out of school	25.21	28.88	
Plus 5 or more years out of school	28.88		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(a).

(b) **Wage level B**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the hourly rate specified in Column 2 of **Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	$	$	$
School leaver	14.21	15.66	18.16
Plus 1 year out of school	15.66	18.16	20.88
Plus 2 years out of school	18.16	20.88	24.49
Plus 3 years out of school	20.88	24.49	27.93
Plus 4 years out of school	24.49	27.93	
Plus 5 or more years out of school	27.93		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(b).

(c) **Wage level C**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.3 is the hourly rate specified in Column 2 of **Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	$	$	$
School leaver	14.21	15.66	18.16
Plus 1 year out of school	15.66	18.16	20.51
Plus 2 years out of school	18.16	20.51	22.93
Plus 3 years out of school	20.51	22.93	25.53
Plus 4 years out of school	22.93	25.53	
Plus 5 or more years out of school	25.53		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(c).

(d) **School-based traineeships**

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A, B or C by clause E.6 or by clause E.4.4 is the hourly rate in Column 1 or 2 of **Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1 Year 11 or lower	Column 2 Year 12
per hour	per hour
$	$
14.21	15.66

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(d).

(e) **AQF Certificate Level IV traineeships**

(i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by **3.8%**.

(ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**, according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per hour	per hour
	$	$
A	29.98	31.1
B	28.99	30.08
C	26.51	27.52

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(e).

(f) **Calculating the actual minimum wage**

(i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses E.4.2(a) to E.4.2(e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses E.4.2(a) to E.4.2(e) applies to each ordinary hour worked by the trainee.

(iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses E.4.2(a) to E.4.2(e) minus **20%** applies to each ordinary hour worked by the trainee.

E.4.3 Other minimum wage provisions

[E.4.3(a) varied by PR743459 ppc 11Jul22]

(a) Clause E.4.3 applies despite anything to the contrary in clause E.4.4 or E.3.2.

(b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

(c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause E.4.3(b), casual loadings are to be disregarded.

(d) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

E.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.

E.5 Employment conditions

E.5.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of **25%** on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.

E.5.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

E.5.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

E.5.4 The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is wholly off-the-job is determined by clauses E.4.2(f)(ii) and E.4.2(f)(iii) and not by clause E.5.3.

E.5.5 Subject to clause E.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

E.6 Allocation of traineeships to wage levels

The wage levels applying to training packages and their AQF certificate levels are:

E.6.1 Wage level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III

Training package	AQF certificate level
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

E.6.2 Wage level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Golf Clubs and Facilities	II, III
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II

Training package	AQF certificate level
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

E.6.3 Wage level C

Training package	AQF certificate level
Agriculture, Horticulture and Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

Schedule F—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 G—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 H—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 I—Part-day Public Holidays deleted by PR747455 ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by PR720705, PR723048; deleted by PR742720 ppc 17Jun22]