

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

Publication date	Reason for amendments	Clauses affected
2 December 2015	Incorporate changes resulting from <u>[2015] FWCFB 3500</u> , <u>PR566714</u> , <u>PR566852</u> and <u>PR568050</u>	11, 12, Schedule A, Schedule B, Schedule D
	Incorporate changes in accordance with <u>[2014] FWCFB 9412</u>	1, 2, 3, 5.1, 6.5 11, 16, 16.6, 18, 19, 20, 21, 22, Schedule C, Schedule E, Schedule F
	Incorporate changes resulting from <u>[2015] FWCFB 3023</u> and <u>PR567251</u>	16
	Incorporate changes resulting from <u>[2015] FWCFB 4658</u>	1, 11, 16, Schedule A
	Incorporate changes resulting from <u>[2015] FWCFB 6656</u>	1
	Parties agreed changes (<u>Report to the Full Bench 30 November 2015</u>)	3.5, 9.1, 9.2, 9.3, 10.2, 12.2, 12.3, 14.2, 14.9, 15.3, 19.4
3 November 2016	Correct error	21.2
	Incorporate changes resulting from <u>PR580863</u>	Schedule E
	Incorporate changes resulting from <u>[2016] FWCFB 3500</u> , <u>PR579809</u> , <u>PR581528</u> , <u>PR579547</u> and <u>PR581528</u>	11, 12, Schedule A, Schedule B, Schedule C, Schedule D
	Incorporate changes resulting from <u>[2016] FWCFB 3953</u> , <u>PR583091</u>	5.2, 16, Schedule G, Schedule H
	Incorporate changes resulting from <u>[2016] FWCFB 4579</u> , <u>PR584168</u>	5.2, 15.2, Schedule I
	Incorporate changes resulting from <u>[2016] FWCFB 7254</u>	3.5, 9.1, 9.2, 9.3, 10.2, 12.2, 12.3, 14.2, 0, 14.9, 15.3, 19.4, Schedule B
Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Transport (Cash in Transit) Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Transport (Cash in Transit) Award 2010** (the Cash in Transit award) as at 18 December 2014. This exposure draft does not seek to amend any entitlements under the Cash in Transit Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/215](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Transport (Cash in Transit) Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired or incurred under the award as it existed prior to that variation.
- 1.4 Schedule F—Definitions sets out the definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

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

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the cash in transit industry and their employees in the classifications listed in clause 7 to the exclusion of any other modern award.
- 3.2 The **cash in transit industry** means the transport of cash and other valuables.
- 3.3 This award does not cover employees carrying out any cash in transit work as a minor or incidental part of other security work covered by a modern award, modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

- 3.4** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

3.5 amended in accordance with para [213] of [2016] FWCFB 7254

- 3.5** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

- 3.6** The award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

4. Award flexibility

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and

(e) leave loading.

4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

4.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and

(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

4.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by

either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks’ notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

5.1 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.

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

5.2 amended in accordance with PR583091 and PR584168

Clause	Provision	Agreement between an employer and:
6.4(c)	Part-time employees—ordinary hours of work	An individual
9.2(a)(iii)	Providing for a normal rostered day off	An individual
9.2(b)(iv)	Providing for other than a normal rostered day off	An individual or majority
14.2(c)	Shiftwork rosters	The majority of employees
14.7	Variation of rosters	The majority of employees
14.14(c)	Shiftworkers’ meal breaks	An individual
15.2	<u>Time off instead of payment for overtime</u>	<u>An individual</u>
16.5	<u>Annual leave in advance</u>	<u>An individual</u>
16.9	<u>Cashing out of annual leave</u>	<u>An individual</u>
19.4	Substitution of public holidays by agreement	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employees will be engaged in one of the following categories:

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

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

6.3 Full-time employees

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

6.4 Part-time employees

- (a) A part-time employee:
 - (i) is engaged to work an average of less than 38 ordinary hours per week;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:
 - (i) the hours worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times each day.
- (c) Despite clause 6.4(b), a part-time employee may agree to work up to 38 ordinary hours per week at ordinary rates of pay provided such an arrangement is mutually acceptable to the employer and employee.
- (d) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the ordinary hourly rate prescribed for the class of work performed.
- (e) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be employed as a casual employee.

6.5 Casual employees

- (a) A casual employee is engaged and paid as a casual employee.

- (b) A casual employee's ordinary hours of work are the lesser of 38 hours per week or the hours required to be worked by the employer.
- (c) Upon engaging a person for casual employment, the employer must inform the employee:
 - (i) that they are to be employed as a casual;
 - (ii) their duties;
 - (iii) the actual or likely number of hours required (without the employee being guaranteed to work those hours); and
 - (iv) the relevant rate of pay.
- (d) **Casual loading**

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

 - (i) the ordinary hourly rate and rates payable for shift and weekend work on the same basis as a weekly employee; and
 - (ii) a loading of **25%** of the ordinary hourly rate,for the classification in which they are employed.
- (e) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.

6.6 **Casual conversion to full-time or part-time employment**

- (a) **Eligible casual employee**
 - (i) An **eligible casual employee** is a casual employee who:
 - has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months; and
 - is not an irregular casual employee.
 - (ii) An **irregular casual employee** is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.
 - (iii) An eligible casual employee has the right, after 12 months, to elect to have their contract of employment converted to full-time or part-time employment.
- (b) **Notice and election of casual conversion**
 - (i) An employer of an eligible casual employee must give the employee notice in writing of the provisions of this clause within four weeks of the employee having completed such period of 12 months.
 - (ii) The employee retains the right of election under this clause even if the employer fails to comply with clause 6.6(b)(i).

(iii) An eligible casual employee may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment either:

- upon receiving notice under clause 6.6(b)(i); or
- after the expiry of the time for giving notice.

(iv) An eligible casual employee who does not elect to convert their contract of employment to full-time or part-time employment, within four weeks of receiving written notice, is deemed to have elected against any conversion.

(c) Full-time or part-time conversion

(i) An eligible casual employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment.

(ii) An eligible casual employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

(iii) If an eligible casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and employee must discuss and agree upon:

- which form of employment the employee will convert to, that is, full-time or part-time; and
- if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked as set out in clause 6.4(b).

(iv) Following such agreement being reached, the employee must convert to full-time or part-time employment.

(d) Employer consent or refusal to casual conversion

(i) The employer must either consent to or refuse the election to convert to full-time or part-time employment within four weeks of receiving notice from the employee. The employer must not unreasonably refuse the election.

(ii) Where an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

(iii) After a casual employee has converted to a full-time employee or a part-time employee, they may only revert to casual employment by written agreement with the employer.

7. Classifications

The definitions for classifications referred to in clause 11.1 are set out below:

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

8. Employer and employee duties

- 8.1** An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- 8.2** Employees within each classification are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 8.3** An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 8.4** The employer must provide all gear necessary for the unloading of vehicles and the securing of loads on those vehicles.

Part 3—Hours of Work

9. Hours of work

9.1 Ordinary hours and roster cycles

9.1 amended in accordance with para [213] of [2016] FWCFB 7254

- (a) The ordinary hours of work will average 38 hours per week.

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

9.2 Method of working ordinary hours

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

(a) Providing for a normal rostered day off

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

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

9.2(b) amended in accordance with para [213] of [2016] FWCFB 7254

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

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

9.3 Make-up time

9.3 amended in accordance with para [213] of [2016] FWCFB 7254

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

9.4 Start times

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

10. Meal breaks

10.1 Unpaid meal break

- (a) An employee, other than a shiftworker, is allowed an unpaid meal break of a regular length of between 40 minutes and one hour.
- (b) The unpaid meal break must commence no earlier than three and a half hours and no later than five and a half hours after the employee's fixed starting time of ordinary hours of work.
- (c) The meal break may be arranged to be in balance with the ordinary hours of work, where it is reasonable and practicable.
- (d) If an employee is unable to take a meal break, the time worked after five and a half hours after the fixed starting time, will be paid at **200%** of the ordinary hourly rate until the meal break is taken.
- (e) The entitlement to the penalty in clause 10.1(d) is not in addition to any other penalty. Where more than one penalty or loading is payable, the employee will receive the highest payment only.

10.2 Break inside armoured vehicle

10.2 amended in accordance with para [213] of [2016] FWCFB 7254

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

Part 4—Wages and Allowances

11. Minimum wages

Rates updated as a result of AWR 2016

11.1 Minimum rates

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

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$
Escort	730.40	19.22
Non-armoured (soft skin) vehicle operator	730.40	19.22
Armoured vehicle operator	739.40	19.46
Crew leader	773.50	20.36

See Schedule A for a summary of hourly rates of pay including overtime and penalties.

11.2 National training wage

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

11.3 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.

11.4 Higher duties

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

11.5 Payment of wages

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

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.

12. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

12.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.

12.2 Wage related allowances

(a) All purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on leave. The following allowances paid for all purposes under this award:

- (i) Industry allowance (clause 12.2(b)); and
- (ii) Mobile cash unit allowance (clause 12.2(c)).

(b) Industry allowance

- (i) All employees covered by this award will be paid an industry allowance of **\$51.54** per week. This allowance is paid for all purposes of the award.
- (ii) The industry allowance is paid in total recognition of the unique features associated with the cash in transit industry. These features include but are not restricted to the requirement to:
 - work for continuous lengthy periods inside an armoured vehicle;
 - obtain and abide by security and firearm licences;
 - handle and manage the collection and distribution of valuable items; and
 - adhere to strict security operating procedures as laid down from company to company.

These industry features may vary from workplace to workplace.

(c) Mobile cash unit allowance

- (i) An employee working in mobile cash units must be paid an allowance of **\$42.74** per week. This allowance is paid for all purposes of the award.
- (ii) The mobile cash unit allowance is paid in total recognition of the additional responsibilities attached to the operation of mobile cash units. These responsibilities include but are not restricted to:
 - the necessity to engage in note counting while mobile and using specialised equipment for that purpose; and

- processing of collections and drop offs together with the additional and more onerous clerical tasks attached to the operation of mobile cash units.

(d) First aid allowance

An employee appointed by the employer to perform first aid must be paid an allowance of **\$11.83** per week.

(e) ATM allowance

An employee engaged in performing ATM work will be paid an allowance of **\$6.65** per day for those days in which ATM work is carried out. This allowance is not an all purpose allowance and is to be paid only to crews actually engaged in ATM work.

12.3 Expense related allowances

12.3 amended in accordance with para [213] of [2016] FWCFB 7254

(a) Articles of clothing

- (i)** Where an employee is required by law or by the employer to wear any special uniform, cap, overall or other articles, the employer must reimburse the employee for the cost of purchasing and laundering the special clothing (excluding the laundering of shirts). ~~Clause 12.3(a)(i)~~ This provision does not apply where the special clothing is provided and laundered by the employer.
- (ii)** Where the employer requires the employee to work continuously in conditions in which, because of their nature, the employee's clothing would otherwise become saturated, the employer must reimburse the employee for the cost of purchasing suitable protective clothing. ~~Clause 12.3(a)(ii)~~ This provision does not apply where the suitable protective clothing is provided by the employer.
- (iii)** Where an employee is reimbursed the cost of clothing under ~~clauses 12.3(a)(i) and 12.3(a)(ii)~~ this provision, the clothing will be the property of the employer, and the employee will be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

(b) Insurance policy allowance

Where the employee is required to arrange an insurance policy to cover the risk of armed assault, the employer must reimburse the employee for the cost of the insurance policy. ~~Clause 12.3(b)~~ This provision does not apply where the insurance policy is provided by the employer.

(c) Meal allowance

An employee who is required to continue working after 6.00 pm on Monday to Friday inclusive or after 1.00 pm on Saturday, other than because of the employee's own default or delay, will be paid **\$15.17** as a meal allowance.

(d) Aviation Security Identity Card (ASIC)

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

(e) Maritime Security Identity Card (MSIC)

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

Clause 12.3(f) moved from clause 12.2(f) as agreed by parties in conference of 28 October 2015 and in accordance with Report to Full Bench of 30 November 2015.

(f) Travelling allowances

(i) An employee required to travel on duty or on work where the employee is unable to return home at night must be paid the expenses reasonably incurred in travelling. The minimum amount payable is \$42.74 on any day.

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

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

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

13. Superannuation

13.1 Superannuation legislation

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

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

13.2 Employer contributions

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

13.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 13.1.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 13.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 13.3(a) or (b) was made.

13.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 13.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 13.2 and pay the amount authorised under clauses 13.3(a) or (b) to one of the following superannuation funds or its successor:

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

13.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 13.2 and pay the amount authorised under clauses 13.3(a) or (b):

- (a) **paid leave**—while the employee is on any paid leave;

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

Part 5—Penalties and Overtime

14. Shiftwork

14.1 Definitions

- (a) **Day shift** means a shift which commences at 6.00 am or later, and finishes at or before 6.30 pm.
- (b) **Afternoon shift** means a shift which finishes after 6.30 pm but no later than 12.30 am.
- (c) **Night shift** means a shift which finishes after 12.30 am and at or before 8.30 am.
- (d) **Continuous work** means work carried on with continuous shifts of workers throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (e) **Rostered shift** means a shift for which the employee concerned has had at least 48 hours notice.
- (f) **Permanently working:** an employee is deemed to be, and to have been, permanently working an afternoon shift, or night shift, or combination of night and afternoon shifts if:
 - (i) the employee works on an afternoon, or night shift or combination of these shifts, without rotating or alternating with another shift or with day work so as to give the employee at least one third of working time off that afternoon or night shift;
 - (ii) the employee remains on an afternoon or night shift only, or combination of afternoon or night shifts, for a period longer than four consecutive weeks; or
 - (iii) the employee is specifically engaged to work on an afternoon or night shift only, or on a combination of afternoon and night shifts only.
- (g) **Shiftwork** means work extending for at least two weeks and performed either in daily recurrent periods, wholly or partly between the hours set out in the definitions or in regular rotating periods.

14.2 Shiftwork rosters

14.2 amended in accordance with para [213] of [2016] FWCFB 7254

- (a) The hours of work of employees on shiftwork will be an average of 38 per week. Subject to the exemptions provided below, the ordinary hours of work will not exceed eight continuous hours per day (except for rest breaks) and will be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days;
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days;
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The hours of work will be implemented in the manner provided for in ~~clause 9 Hours of work~~ clauses 9.1 to 9.3 and will be subject to the provisions of that clause.
- (c) There will be a roster which provides for rotation, unless it is agreed otherwise by the employer and majority of employees in the workplace or part of it.
- (d) Shift rosters will specify the commencing and finishing times of ordinary hours of respective shifts. A copy of the shift roster will be kept posted in a prominent place. The roster will not be altered unless seven days' notice is given.

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

14.4 Rest break

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

14.5 Change to existing shift rosters

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

14.6 Transfer of day worker to or from shiftwork

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

clause 14.6(a) will not apply, and the position will be deemed to be covered by clause 14.5.

14.7 Variation of rosters

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

14.8 amended in accordance with para [214] of [2016] FWCFB 7254

14.8 Shift allowances ~~Penalty rates~~—shiftworkers

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

Shift	<u>Penalty rate</u> <u>Shift allowances</u>	<u>Casual penalty rate</u> <u>Shift allowances</u>
	% of ordinary hourly rate	
Afternoon shift		
Rotating afternoon shift	115%	140%
Permanently working afternoon shift	117.5%	142.5%
Afternoon shift (where continues for fewer than five consecutive afternoons)		
—first three hours	150%	175%
—after three hours	200%	225%
Night shift		
Rotating night shift	120%	145%
Permanently working night shift	130%	155%
Night shift (where continues for fewer than five consecutive nights)		
—first three hours	150%	175%
—after three hours	200%	225%
Permanently working alternate night and afternoon shift:		
—when on afternoon shift	117.5%	142.5%
—when on night shift	130%	155%

14.9 Work on Saturday, Sunday or public holidays—shiftworkers

14.9 amended in accordance with para [213] of [2016] FWCFB 7254

Exposure draft – Transport (Cash in Transit) Award 2015

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

Shift	Penalty rate	Casual penalty rate
	% of ordinary hourly rate	
Saturday	150%	175%
Sunday	200%	225%
Public holidays in accordance with 19.1	250%	275%

- (b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday are payable instead of the shift allowance prescribed in clause 0.
- (c) Shiftworkers who work on an afternoon or night shift which does not continue for at least five consecutive afternoons or nights will be paid at the rate of time and a half for the first three hours and double time after that for each shift.

14.10 Rate when shift extends beyond midnight

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

14.11 Public holidays

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

14.12 Daylight saving

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

14.13 Shiftwork overtime

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

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

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

Nothing contained in this clause limits the right of an employer to enforce punctual and regular attendance at work.

14.14 Shiftworkers' meal breaks

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

15. Overtime

15 amended in accordance with [PR584168](#). (15.2 deleted, new 15.2 inserted)

15.1 Payment for overtime

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

15.2 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 15.2.
- (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;

Exposure draft – Transport (Cash in Transit) Award 2015

- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 15.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 15.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 15.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (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 15.2 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 15.2 will apply, including the requirement for separate written agreements under paragraph (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 15.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.2.

15.3 Rest period after overtime

15.3 amended in accordance with para [213] of [2016] FWCFB 7254

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

15.4 Call-back

- (a) An employee recalled to work overtime after leaving the employer's yard, depot or garage (whether notified before or after leaving the yard, depot or garage) will be paid for a minimum of four hours work at the appropriate rate for the first recall, and a minimum of two hours for each subsequent recall. The employee will not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period except in the case of unforeseen circumstances.
- (b) This clause does not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in circumstances specified in this subclause will not be regarded as overtime for the purpose of clause 15.3 where the actual time worked is less than four hours on the recall or two hours on a subsequent recall.

15.5 Saturday work

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

15.6 Sunday work

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

15.7 Stand-by

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

15.8 Transport of employees

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

Part 6—Leave, Public Holidays and Other NES Entitlements

16. Annual leave

16 amended in accordance with [PR583091](#) (16.4 renamed, substituted and renumbered as 16.5; new 16.4 inserted; 16.5 renamed, substituted and renumbered as 16.7, new 16.5 inserted; 16.6, 16.8 and 16.9 inserted).

16.1 Annual leave is provided for in the NES. Annual leave does not apply to casual employees.

16.2 Definition of shiftworker

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

16.3 Payment for annual leave

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

- (a) the wages the employee would have received in respect of the ordinary hours the employee would have worked had they not been on leave during the relevant period, including loadings, penalties and allowances which are paid for all purposes but excluding overtime; and
- (b) an additional loading of **17.5%** of the minimum rate prescribed in clause 11.1.

NOTE: Where an employee is receiving overaward 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 ss.16 and 90 of the Act).

16.4 Electronic funds transfer (EFT) payment of annual leave

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

16.5 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 16.5 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 16.5 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 16.5, 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.

16.6 Excessive leave accruals: general provision

Note: Clauses 16.6 to 16.8 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 Fair Work 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 16.2).
- (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 16.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- (d) Clause 16.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 16.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (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 16.6, 16.7 or 16.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 16.7(b)(i).

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

16.8 Excessive leave accruals: request by employee for leave

- (a) Clause 16.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 16.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 16.7(a) that, when any other paid annual leave arrangements (whether made under clause 16.6, 16.7 or 16.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 16.6, 16.7 or 16.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 16.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

16.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 16.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 16.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 16.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 16.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 16.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 16.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.9.

Note 3: An example of the type of agreement required by clause 16.9 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

17. Personal/carer’s leave and compassionate leave

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

18. Parental leave and related entitlements

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

19. Public holidays

19.1 Public holidays are provided for in the NES.

19.2 An employee who is required to work on a public holiday must be paid at **250%** of the ordinary hourly rate. A shiftworker required to work on a public holiday will be paid in accordance with clause 14.9.

19.3 An employee required to work on a public holiday must be paid for a minimum of four hours’ work.

19.4 Substitution of public holidays by agreement

19.4 amended in accordance with para [213] of [2016] FWCFB 7254

- (a) An employer and their employees may agree to substitute another day for any public holiday prescribed in the NES. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (b) An agreement pursuant to ~~19.1~~ clause 19.4(a) will be recorded in writing and be available to every affected employee.

19.5 Part-day public holidays

For provisions relating to part-day public holidays see Schedule E—2016 Part-day public holidays.

20. Community service leave

Community service leave is provided for in the NES.

21. Termination of employment

21.1 Notice of termination is provided for in the NES.

21.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the employer may withhold from any ~~money~~ monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

21.3 Job search entitlement

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

22. Redundancy

22.1 Redundancy pay is provided for in the NES.

22.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

22.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

22.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 21.3.

Part 7—Consultation and Dispute Resolution

23. Consultation

23.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 23.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 23.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all

relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

23.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

24. Dispute resolution

- 24.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 24.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 24.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 24.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- 24.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 24.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 24.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

25. Dispute resolution procedure training leave

- 25.1** Subject to clause 25.7, an eligible employee representative will be entitled to, and the employer will grant, up to five days' training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement which provides it is to be read in conjunction with this award.
- 25.2** An eligible employee representative must give the employer six weeks' notice of the employee's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer agrees to accept.
- 25.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 25.4** The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 25.5** An employee representative taking such leave must be paid all ordinary time earnings which normally become due and payable during the period of leave.
- 25.6** Leave of absence granted pursuant to this clause will count as service for all purposes of this award.
- 25.7** For the purpose of this clause, an eligible employee representative:
- (a) may be a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in a workplace generally or collectively for all or part of a workplace for the purpose of representing those employees in the dispute resolution procedure; and
 - (b) is within the class and number of representatives entitled from year to year to take paid dispute resolution procedure training leave according the following quota table:

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

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Schedule A—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2016

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

A.1 Ordinary hourly rate

A.1.1 Ordinary hourly rate includes the industry allowance (see clause 12.2(b)) which is payable for all purposes.

A.1.2 Where an additional allowance is payable for all purposes in accordance with clause 12.2(b), this forms part of the employee’s ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

A.2 Full-time and part-time employees

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

	Ordinary hours	Overtime outside ordinary hours		Sunday	Public holiday
		First 2 hours	After 2 hours		
% of ordinary rate of pay					
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Escort	20.58	30.87	41.16	41.16	51.45
Non-armoured (soft skin) vehicle operator	20.58	30.87	41.16	41.16	51.45
Armoured vehicle operator	20.82	31.23	41.64	41.64	52.05
Crew leader	21.72	32.58	43.44	43.44	54.30

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

	Ordinary hours	Rotating afternoon	Permanent or permanently working alternate shifts		Rotating night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
			On afternoon	On night		First 3 hours	After 3 hours			
% of ordinary hourly rate										
	100%	115%	117.5%	130%	120%	150%	200%	150%	200%	250%
Escort	20.58	23.67	24.18	26.75	24.70	30.87	41.16	30.87	41.16	51.45
Non-armoured (soft skin) vehicle operator	20.58	23.67	24.18	26.75	24.70	30.87	41.16	30.87	41.16	51.45
Armoured vehicle operator	20.82	23.94	24.46	27.07	24.98	31.23	41.64	31.23	41.64	52.05
Crew leader	21.72	24.98	25.52	28.24	26.06	32.58	43.44	32.58	43.44	54.30

¹Non continuous afternoon or night means afternoon or night shift which does not continue for at least five consecutive afternoon or nights.

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

	Overtime		Public holiday	Unrelieved employees	
	First 2 hours	After 2 hours		First 3 hours	After 3 hours
% of ordinary hourly rate					
	150%	200%	250%	150%	200%
	\$	\$	\$	\$	\$
Escort	30.87	41.16	51.45	30.87	41.16
Non-armoured (soft skin) vehicle operator	30.87	41.16	51.45	30.87	41.16
Armoured vehicle operator	31.23	41.64	52.05	31.23	41.64
Crew leader	32.58	43.44	54.30	32.58	43.44

A.3 Casual employees

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

	Ordinary hours	Sunday	Public holiday
	% or ordinary hourly rate		
	125%	225%	275%
	\$	\$	\$
Escort	25.73	46.31	56.60
Non-armoured (soft skin) vehicle operator	25.73	46.31	56.60
Armoured vehicle operator	26.03	46.85	57.26
Crew leader	27.15	48.87	59.73

A.3.2 Casual shiftworkers—ordinary and penalty rates

	Ordinary hours	Rotating afternoon	Permanent or permanently working alternate shifts		Rotating night	Non continuous afternoon or night ¹		Saturday	Sunday	Public holiday
			On afternoon	On night		First 3 hours	After 3 hours			
	% of ordinary hourly rate									
	125%	140%	142.5%	155%	145%	175%	225%	175%	225%	275%
Escort	25.73	28.81	29.33	31.90	29.84	36.02	46.31	36.02	46.31	56.60
Non-armoured (soft skin) vehicle operator	25.73	28.81	29.33	31.90	29.84	36.02	46.31	36.02	46.31	56.60
Armoured vehicle operator	26.03	29.15	29.67	32.27	30.19	36.44	46.85	36.44	46.85	57.26
Crew leader	27.15	30.41	30.95	33.67	31.49	38.01	48.87	38.01	48.87	59.73

¹ Non continuous afternoon or night means afternoon or night shift which does not continue for at least five consecutive afternoon or nights.

Schedule B—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

See clause 12 for full details of allowances payable under this award.

B.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule F as the minimum weekly rate for the classification of an Armoured vehicle operator in clause 11.1 = \$739.40

Allowance	Clause	% of standard rate \$739.40	\$ per week unless stated otherwise
Industry allowance ²	12.2(b)	6.97	51.54
Mobile cash unit allowance ¹	12.2(c)	5.78	42.74
First aid allowances	12.2(d)	1.60	11.83
ATM allowance	12.2(e)	0.90	6.65 per day
^{1, 2} These allowances apply for all purposes of this award.			

B.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

B.2 Expense related allowances

B.2 amended in accordance with para [213] of [2016] FWCFB 7254

The following expense related allowance will be payable to employees in accordance with clause 12.3:

Allowance	Clause	\$
Meal allowance—work continuing after 6.00 pm weekdays or 1.00 pm Saturdays	12.3(c)	15.17
<u>Travelling allowance</u>	<u>12.3(f)</u>	<u>37.27 per day</u>

B.2.1 Adjustment of expense related allowances

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

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:

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Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
<u>Travelling allowance</u>	Domestic holiday travel and accommodation subgroup

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Schedule C—National Training Wage

This schedule is being reviewed in matter [AM2016/17](#)

Rates updated as a result of AWR 2016

C.1 Title

This is the *National Training Wage Schedule*.

C.2 Definitions

In this schedule:

adult trainee is 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 means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (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 in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and 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:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

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

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

C.3 Coverage

- C.3.1** Subject to clauses C.3.2 to C.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause C.7 to this schedule or by clause C.5.4 of this schedule.
- C.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause C.7 to this schedule.
- C.3.3** This schedule does not apply to:
- (a) the apprenticeship system;
 - (b) qualifications not identified in training packages; or
 - (c) qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- C.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

C.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- C.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- C.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

C.5 Minimum Wages

C.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause C.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause C.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause C.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

(i) Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

C.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause C.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause C.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause C.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee 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 C.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

- (i)** Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii)** Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii)** Where 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 wage in clauses C.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

C.5.3 Other minimum wage provisions

- (a)** An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b)** 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, where a higher minimum wage is provided for the new AQF certificate level.

C.5.4 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 C.7 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.

C.6 Employment conditions

- C.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- C.6.2** A trainee 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.
- C.6.3** 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.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause C.5.2(f)(ii) and not by this clause.

C.6.4 Subject to clause C.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

C.7 Allocation of Traineeships to Wage Levels

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

C.7.1 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

Training package	AQF certificate level
Manufactured Mineral Products	III
Manufacturing	I, II, III
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 Distribution	III
Water Industry (Utilities)	III

C.7.2 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

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Training package	AQF certificate level
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
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

C.7.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I, II, III
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 D—Supported Wage System

Schedule D updated in accordance with [PR581528](#)

- D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.
- D.2** In this schedule:
- approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme
- relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
- SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate
- D.3 Eligibility criteria**
- D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- D.4 Supported wage rates**
- D.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

D.4.2 Provided that the minimum amount payable must be not less than \$82 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 Supported Wage System 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 supported wage system.

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 four weeks) may be needed.
- D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 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—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

Schedule E amended in accordance with [PR580863](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

E.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

Exposure draft – Transport (Cash in Transit) Award 2015

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

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Schedule F—Definitions

In this award, unless the contrary intention appears:

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

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

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

ATM means automatic teller machine

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

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

cash in transit industry means the transport of cash and other valuables

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

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

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

ordinary hourly rate means the hourly rate for an employee’s classification specified in clause 11.1, inclusive of the industry allowance. Where an employee is entitled to an additional all purpose allowance, this allowance forms part of that employee’s ordinary hourly rate

public holiday means a day identified as a public holiday in section 115 of the Act

standard rate means the minimum weekly rate prescribed for the classification of Armoured vehicle operator in clause 11.1

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Schedule G—Agreement to Take Annual Leave in Advance

Schedule G—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583091](#)

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

Schedule H—Agreement to Cash Out Annual Leave inserted in accordance with [PR583091](#)

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—Agreement for time off instead of payment for overtime

Schedule I— Agreement for time off instead of payment for overtime inserted in accordance with [PR584168](#).

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___