

# EXPOSURE DRAFT

## Car Parking Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Car Parking Award 2010* as at 3 November 2016. This exposure draft does not seek to amend any entitlements under the *Car Parking Award 2010* 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 [AM2014/261](#). 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.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Car Parking Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. Definitions

In this award, unless the contrary intention appears:

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

**car parking industry** means the provision of parking and related services for cars and other vehicles on a commercial basis but does not include the provision of such services which are incidental or ancillary to the operations of an employer primarily engaged in another industry

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

**employee** means national system employee within the meaning of the Act

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

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

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

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

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

**standard rate** means the minimum weekly rate for a Car Parking Officer Level 2 in clause 17.1

### 3. The National Employment Standards and this award

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

### 4. Coverage

- 4.1 This industry award covers employers throughout Australia in the car parking industry and their employees in the classifications listed in clause 12—Classifications to the exclusion of any other modern award.
- 4.2 **Car parking industry** means the provision of parking and related services for cars and other vehicles on a commercial basis but does not include the provision of such services which are incidental or ancillary to the operations of an employer primarily engaged in another industry.
- 4.3 The award does not cover employers covered by the following modern awards:
- (a) *Clerks—Private Sector Award 2016*;
  - (b) *General Retail Industry Award 2016*;
  - (c) *Hospitality Industry (General) Award 2016*;
  - (d) *Local Government Industry Award 2016*; or
  - (e) *Security Services Industry Award 2016*.
- 4.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.5 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.6 This award does not cover:
- (a) an employee excluded from award coverage by the Act;
  - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

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

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

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

## **5. Effect of variations made by the Fair Work Commission**

A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

## **6. Award flexibility for individual arrangements**

**6.1** 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.

**6.2** 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.

**6.3** 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 6.1; 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.

- 6.4** 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.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** 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.
- 6.8** 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).
- 6.9** The notice provisions in clause 6.8(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 6.8(a), subject to four weeks' notice of termination.
- 6.10** 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.

## 7. Facilitative provisions for flexible working practices

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

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

Clause	Provision	Agreement between an employer and:
14.2(b)	Ordinary hours of work – maximum hours per day	An individual
14.3	Ordinary hours of work – shiftworkers – maximum hours per day	Majority of employees
15.2	Change to roster	An individual
16.2(c)	Rest periods	An individual
20.6	Time off instead of payment for overtime	An individual
23.5	Annual leave in advance	An individual
23.10	Cashing out of annual leave	An individual
26.3	Substitution of public holidays by agreement	Majority of employees

## Part 2—Types of Employment and Classifications

### 8. Types of employment

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

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

8.2 At the time of engagement an employer must inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. The terms of engagement will be recorded in the time and wages record of the employee.

### 9. Full-time employment

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

9.2 Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.



## 10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

- 10.1** A part-time employee:
- (a) is engaged to work less than 38 ordinary hours per week;
  - (b) has reasonably predictable hours of work; and
  - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 10.2** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work including:
- (a) the hours worked each day;
  - (b) which days of the week the employee will work; and
  - (c) the actual starting and finishing times each day.
- 10.3** Any agreed variation to the hours of work in clause 10.2 will be in writing.
- 10.4** A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.
- 10.5** All time worked in excess of the hours agreed under clause 10.2 or varied under clause 10.3 will be overtime and paid for at the rates prescribed in clauses 20—Overtime and clause 15.4.
- 10.6** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 11.
- 10.7** A part-time employee must be paid the minimum hourly rate for the appropriate classification for each ordinary hour worked.

## 11. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

- 11.1** Subject to clause 10.6, a casual employee is an employee who is engaged and paid as a casual employee.
- 11.2** A casual employee is engaged to work less than 38 hours per week.
- 11.3** An employer or casual employee may terminate the employment relationship with one hour's notice by either party.
- 11.4** For each ordinary hour worked a casual employee must be paid:
- (a) the minimum hourly rate for the appropriate classification; and
  - (b) a loading of **25%** of the minimum hourly rate.

- 11.5** The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.

Parties are asked to clarify whether the minimum payment for three hours applies per day or to each of multiple starts per day.

- 11.6** A casual employee must be paid for a minimum of three hours per day for each start on any day.

## **12. Classifications**

- 12.1** All employees covered by this award must be classified according to the structure set out in this clause.

- 12.2** Employers must advise their employees in writing of their classification and any changes to their classification.

- 12.3** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

### **12.4 Car Parking Officer Level 1**

A Car Parking Officer Level 1 has little or no prior experience in the car parking industry and is undertaking induction training provided by the employer. An employee at this level exercises minimal judgment and has been employed in the industry for a period of less than six months.

### **12.5 Car Parking Officer Level 2**

- (a) A Car Parking Officer Level 2 is an employee with more than six months' experience in the industry who has satisfactorily completed initial induction training.

- (b) A Car Parking Officer at this level:

- (i) exercises discretion in choosing between a variety of options according to the particular location at which the employee is engaged; and
- (ii) may work individually or in a team environment depending on the requirements of the location at which the employee is engaged.

- (c) Tasks an employee at this level may be required to perform include:

- parking cars;
- cashier functions;
- basic keyboard operations;
- washing cars;
- dealing with customer enquiries to the extent of their skill and training;
- stack/jockey parking;

- observing basic occupational health and safety;
- routine security/patrol;
- opening and closing a multilevel car park;
- ticket machine loading and emptying;
- directing traffic; and
- cleaning work of any description, including the use of ride on powered cleaning and sweeping machines.

#### **12.6 Car Parking Officer Level 3**

- (a) A Car Parking Officer Level 3 is an employee with extensive experience within the industry and who is able to perform all of the skills/tasks of a Level 2 in addition to those expected at this level.
- (b) A Car Parking Officer at this level may be responsible for supervising employees at a particular location(s) and for assisting in the provision of training.

### **13. Employee transfer for operational reasons**

**13.1** An employee may be transferred for operational reasons, from one location to another location within 5 kilometres of the original location, without prejudice to either the employer or the employee.

**13.2** For the purpose of clause 13.1, **operational reasons** are as follows:

- (a) loss of a parking location contract; or
- (b) at the request of the owner/lessor of the car park. This may be necessitated because of a complaint about the employee which may or may not be substantiated; or
- (c) due to a downturn in occupancy rates.

## **Part 3—Hours of Work**

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

**14.1** The ordinary hours of work are 38 hours per week or an average of 38 hours per week worked on one of the following bases at the discretion of the employer:

- (a) 76 hours in any period of two weeks;
- (b) 114 hours in any period of three weeks; or
- (c) 152 hours in any period of four weeks.

## **14.2 Day workers**

- (a) The ordinary hours for day workers may be worked any day of the week between 7.00 am and 7.00 pm.
- (b) The maximum number worked any day is 7.6 hours, or up to 10 hours per day by agreement between an individual employee and the employer.
- (c) An employee cannot be rostered to work for 10 hours per day on more than three consecutive days without a break of at least 48 hours.
- (d) No more than eight days of 10 hours may be worked in a four week period.

## **14.3 Shiftworkers**

The ordinary hours for shiftworkers may be worked on any day of the week up to a maximum of 7.6 hours per shift, or up to 10 hours per shift by agreement between the employer and a majority of the employees in a particular workplace to facilitate the employees taking more than one rostered day off in a four week cycle.

## **14.4** The following time is ordinary working time for the purposes of this clause and must be paid for as such:

- (a) rest periods;
- (b) time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer's premises);
- (c) time spent attending a court in the interest of the employer or any client of the employer in relation to any matter arising out of or in connection with the employee's duties; and
- (d) time spent at the direction of the employer attending training courses.

## **15. Rostering arrangements**

**15.1** Every employer must notify the hours at which an employee is required to start or finish work.

**15.2** Work done outside the ordinary hours for shiftworkers will be paid at overtime rates.

**15.3** Subject to clause 29—Consultation about changes to rosters or hours of work, the employer may change the roster by giving notice of the change seven days before the change takes effect. Shorter notice can be given by agreement with the employees affected or in the event of an emergency which the employer could not have been reasonably expected to foresee.

## **15.4 Minimum payment**

If an employee is required to report for duty and does so, they will receive a minimum of three hours' work or payment for three hours at the rate appropriate to the day.

**16. Breaks**

**16.1 Meal breaks**

- (a) An employee is entitled to an unpaid meal break of at least 30 minutes per day or shift.
- (b) The break must start not later than five hours after the start of the employee’s ordinary working hours.
- (c) Where the employee is not permitted to leave their work station for the meal break, the break will be counted as time worked and paid at the minimum hourly rate of pay.

**16.2 Rest breaks**

- (a) An employee will be entitled to paid rest breaks of 10 minutes in the morning and afternoon on each day worked. The rest breaks will be taken at the employer’s site and will count as time worked.
- (b) Rest breaks may be staggered to meet the needs of the business.
- (c) Where an employee and an employer agree, the afternoon rest break will be taken during the morning by joining it to the lunch break or taken immediately before finishing work.

**Part 4—Wages and Allowances**

**17. Minimum wages**

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

<b>Classification</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	708.60	18.65
Car Parking Officer Level 2	732.20	19.27
Car Parking Officer Level 3	760.40	20.01

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

**17.2 Higher duties**

- (a) An employee engaged for more than four hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift.
- (b) An employee undertaking higher duties for four hours or less during one day or shift must be paid the higher minimum wage for the time worked at the higher level.

### 17.3 Payment of wages

#### (a) Frequency of pay

Wages, including overtime, penalties and allowances, must be paid weekly or fortnightly. Payment will be made to the employee no later than Friday in each pay week. Where a public holiday occurs on a pay day the employee must be paid on the day before the usual pay day.

#### (b) Method of payment

An employer may pay an employee's wages by electronic funds transfer into a bank or financial institution nominated by the employee or by cash or cheque.

#### (c) Time of payment—cash or cheque

If payment is by cash or cheque, wages will be paid during ordinary working hours.

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

### 17.4 Supported wage system

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

### 17.5 National training wage

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

## 18. Allowances

18.1 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.

### 18.2 Wage-related allowances

#### (a) First aid allowance

- (i) A full-time employee will be paid an additional **\$18.60** per week if they:
- have been trained to perform first aid;
  - hold a current first aid qualification; and
  - are appointed by the employer to perform first aid duty.
- (ii) An eligible part-time or casual employee will be paid the allowance on a pro rata basis.

**18.3 Expense-related allowances**

**(a) Laundering allowance**

- (i) In recognition of the service nature of the car parking industry, employees will observe the employer's policies on conduct and dress.
- (ii) Where the employer requires the employee to wear a uniform the employer will launder the uniform at the employer's expense.
- (iii) A full-time employee will be paid an additional **\$12.36** per week and a part-time or casual employee will be paid an additional **\$2.43** per shift where the employee launders the uniform:
  - by agreement with the employer; or
  - because the employer has refused, neglected or failed reasonably to launder the uniform.

**(b) Meal allowance**

- (i) The employer will either supply a meal or pay a meal allowance of **\$9.91** to an employee where the employee is required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work.
- (ii) If notice has been provided and the employee is not required to work overtime or is required to work less than the amount advised, the employer will pay the employee the meal allowance in clause 18.3(b)(i) for each meal the employee has provided themselves.

**(c) Transfer from job-to-job allowance**

- (i) An employee transferred by the employer from one job to another job on the same day will be paid for the time spent in travelling as for time worked.
- (ii) An employee transferred will be reimbursed all reasonably incurred travel costs.

Parties are asked to clarify the operation of the minimum payments under clause 18.3(d). Is it not the case that if an employee is required to live away from home because of their employment, they will necessarily be away from home outside of their ordinary hours of work? Does the minimum 8 hours' payment arise on their rostered working day while the 12 hours' payment is made on a non-rostered working day?

**(d) Accommodation allowance**

- (i) Clause 18.3(d) applies if an employee is living away from home because they are unable to conveniently return home on any day due to their employment.
- (ii) An employee living away from home under clause 18.3(d)(i) will be paid a minimum of eight hours of work for each day they are absent within

their ordinary hours of work, plus penalty rates where applicable for actual time worked on any such day.

- (iii) An employee living away from home under clause 18.3(d)(i) will be paid a minimum of 12 hours for each day they are absent outside of their ordinary hours of work, plus penalty rates where applicable for actual time worked on any such day.
- (iv) An employee living away from home under clause 18.3(d) will be paid a sufficient allowance to cover the cost of their reasonable board and lodging.

See Schedule B for a summary of monetary allowances.

## **19. Superannuation**

### **19.1 Superannuation legislation**

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

### **19.2 Employer contributions**

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

### **19.3 Voluntary employee contributions**

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



#### **19.4 Superannuation fund**

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

- (a) CareSuper;
- (b) AustralianSuper;
- (c) Sunsuper;
- (d) MTAA Superannuation Fund;
- (e) 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
- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

### **Part 5—Overtime and Penalty Rates**

#### **20. Overtime**

**20.1** The NES contains provisions concerning the working of additional hours.

**20.2** All employees will be paid overtime for all time worked in excess of or outside the ordinary hours of work on Monday to Sunday at the following rates:

- (a) first two hours—**150%** of the minimum hourly rate; and
- (b) after two hours—**200%** of the minimum hourly rate.

**20.3** Clause 20.2 applies to all employees including casuals, shiftworkers and weekly employees who work their ordinary hours on Monday to Friday and are required to work on Saturday.

**20.4** In calculating overtime each day's work will stand alone.

#### **20.5 Rest period after overtime**

- (a) When overtime work is necessary it will, so far as it is reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee, other than a casual employee, who works so much overtime between finishing work on one day and starting work on the next day that the employee has not had at least 10 consecutive hours off duty between finishing

and starting will be released after finishing the overtime until the employee has had 10 consecutive hours off duty. The employee will not lose pay for ordinary working time occurring during the 10 hour rest period.

- (c) If the employer instructs the employee to resume or continue work without a 10 hour rest period, the employee will be paid at **200%** of the minimum hourly rate until they are released from duty for a minimum of 10 hours. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the 10 hour rest period.

## **20.6 Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.6.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in 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 E. There is no requirement to use the form of agreement set out at Schedule E. An agreement under clause 20.6 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.6 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.6 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 20.6 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 20.6 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 20.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.6.

## 21. Shift allowances

1. Parties are asked to clarify how the shift allowances apply. Is the loading only payable for the hours worked between 7.00 pm – 12.00 am and 12.00 am – 7 am, as 'afternoon shift' and 'night shift' are defined as these periods of work? Clause 21.2 appears to provide for payment of the loaded rate for a full shift that includes those hours.

### 21.1 Definitions

- (a) **Afternoon shift** means the period of work performed by an employee between 7.00 pm and midnight.
- (b) **Night shift** means the period of work performed by an employee between midnight and 7.00 am.

2. Parties are asked whether employees who work shiftwork under clause 21.2 are considered to be 'shiftworkers' for the purpose of clause 14.3? If so should the wording be changed to reflect this?

**21.2** An employee, including a casual employee, who works shiftwork must be paid for each hour worked during an afternoon shift or a night shift **112.5%** of the minimum hourly rate for the appropriate classification.

**21.3** A shiftworker working on a night shift which does not alternate with another shift or day work must be paid **125%** of the minimum hourly rate for the appropriate classification for each hour worked during ordinary working hours on that night shift.

## **22. Weekend and public holiday work**

### **22.1 Saturday work**

- (a) Ordinary hours worked by a day worker on a Saturday will be paid at the rate of **150%** of the minimum hourly rate.
- (b) Ordinary hours worked by a shiftworker on a Saturday will be paid at the rate of **150%** of the minimum hourly rate for all time worked.

### **22.2 Sunday work**

- (a) All work performed by a day worker on a Sunday will be paid at the rate of **200%** of the minimum hourly rate.
- (b) Ordinary hours worked by a shiftworker on a Sunday will be paid at the rate of **150%** of the minimum hourly rate.
- (c) The rate in clause 22.2(a) is in substitution for and not cumulative upon any overtime rate in clause 20.

### **22.3 Public holiday work**

All time worked by an employee on a public holiday will be paid at the rate of **250%** of the minimum hourly rate.

**22.4** The rates payable to shiftworkers under clauses 22.1(b) and 22.2(b) will be in substitution for and not cumulative upon the shift allowances prescribed in clause 21.

**22.5** The applicable rate for Saturday, Sunday and public holiday work commences at midnight on the applicable day.

**22.6** Penalty rates will be calculated on the minimum hourly rate, exclusive of the shift allowance.

## Part 6—Leave and Public Holidays

### 23. Annual leave

23.1 Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

### 23.2 Seven day shiftworkers

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

### 23.3 Payment and loading

Parties are asked to clarify:

1. Is the loading under clause 23.3(b) 17.5% of the minimum rate + full first aid allowance or 17.5% of (wage + first aid allowance)?
2. Are shiftworkers entitled to first aid allowance (where applicable) while on annual leave?

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

- (a) instead of the base rate of pay referred to in the NES, the amount the employee would have earned for working their ordinary hours had they not been on leave; and
- (b) an additional loading of **17.5%** of the employee's minimum rate prescribed in clause 17—Minimum wages, plus first aid allowance where appropriate or if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.

Parties are asked to comment on the following issue raised by the FWO in their correspondence dated 2 March 2015:

The FWO has received enquiries about the applicable loading payable to an employee on annual leave. Clause 23.8(b) provides an employee must be paid an additional loading of 17.5% of the employee's minimum rate plus first aid allowance where appropriate or if they were a shiftworker prior to entering leave, their shift penalty, whichever is greater.

In determining which rate is to apply, it may not be clear whether the two entitlements are to be compared:

- on a daily basis with each day of annual leave being assessed separately; or
- as a whole over the entire period of annual leave

### 23.4 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.

**23.5 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 23.5 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 23.5 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 23.5, 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.

**23.6 Annual close-down**

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the establishment or a section for the purpose, among others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month's notice in writing of an intention to apply the provisions of this clause.
- (b) In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.
- (c) Where an employee has been given notice pursuant to clauses 23.6(a) or (b) and the employee has:
  - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (d) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

**23.7 Excessive leave accruals: general provision**

Note: Clauses 23.7 to 23.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the 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 23.2).
- (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 23.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**23.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under 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 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under 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 23.8(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.

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

- (a) Clause 23.9 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 23.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (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 23.8(a) that, when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 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 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (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 23.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

### **23.10 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.10.



- (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 23.10 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 23.10 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 23.10 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 23.10.

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 23.10.

Note 3: An example of the type of agreement required by clause 23.10 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

## **24. Personal/carer's leave and compassionate leave**

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

## **25. Parental leave and related entitlements**

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

## **26. Public holidays**

**26.1** Public holiday entitlements are provided for in the NES. This clause supplements or deals with matters incidental to the NES.

**26.2 Part-day public holidays**

For provisions relating to part-day public holidays see Schedule H—2016 Part-day Public Holidays.

**26.3 Substitution of public holidays by agreement**

Another day may be substituted for a public holiday by agreement between the employer and the majority of employees in an enterprise.

**26.4 Clause 22—Weekend and public holiday work provides for work on a public holiday.**

**27. Community service leave**

Community service leave is provided for in the NES.

**Part 7—Consultation and Dispute Resolution**

**28. Consultation about major workplace change**

**28.1 Employers to notify**

- (a) 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.
- (b) **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.

**28.2 Employers to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 28.1, 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.
- (b) 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 28.1.
- (c) 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.

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

**29.1** 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.

**29.2** The employer must:

- (a) 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);
- (b) 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
- (c) 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.

**29.3** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

**29.4** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **30. Dispute resolution**

**30.1** 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.

**30.2** 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 30.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**30.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

**30.4** 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.

- 30.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 30.6** 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.

## **Part 8—Termination of Employment and Redundancy**

### **31. Termination of employment**

**31.1** Notice of termination is provided for in the NES.

#### **31.2 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 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.

### **32. Redundancy**

Redundancy pay is provided for in the NES.

### **33. Transfer to lower paid job on redundancy**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount 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.

### **34. Employee leaving during redundancy 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 clause 32—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**35. Job search entitlement**

**35.1 Job search entitlement for notice of termination of employment**

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.

**35.2 Job search entitlement—redundancy**

**(a) Time off for seeking other employment**

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) Proof of attendance**

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.

**Schedule A—Summary of Hourly Rates of Pay**

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

**A.1 Full-time and part-time employees**

**A.1.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	18.65	27.98	37.30	46.63
Car Parking Officer Level 2	19.27	28.91	38.54	48.18
Car Parking Officer Level 3	20.01	30.02	40.02	50.03

**A.1.2 Full-time and part-time employees other than shiftworkers—overtime rates**

	Monday to Saturday - first 2 hours	Monday to Saturday - after 2 hours	Sunday	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	27.98	37.30	37.30	46.63
Car Parking Officer Level 2	28.91	38.54	38.54	48.18
Car Parking Officer Level 3	30.02	40.02	40.02	50.03

**A.1.3 Full-time and part-time shiftworkers—ordinary and penalty rates**

	Day shift	Afternoon or night shift	Non-alternating night shift <sup>1</sup>	Saturday and Sunday	Public holiday
	<b>% of minimum hourly rate</b>				
	<b>100%</b>	<b>112.5%</b>	<b>125%</b>	<b>150%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	18.65	20.98	23.31	27.98	46.63
Car Parking Officer Level 2	19.27	21.68	24.09	28.91	48.18
Car Parking Officer Level 3	20.01	22.51	25.01	30.02	50.03

<sup>1</sup>**Non-alternating night shift** means a night shift which does not alternate with another shift or day work (see clause 21.3).

**A.1.4 Full-time and part-time shiftworkers—overtime rates**

	Monday to Sunday - first 2 hours	Monday to Sunday - after 2 hours	Public holiday
	<b>% of minimum hourly rate</b>		
	<b>150%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	27.98	37.30	46.63
Car Parking Officer Level 2	28.91	38.54	48.18
Car Parking Officer Level 3	30.02	40.02	50.03

**A.2 Casual employees**

**A.2.1 Casual employees other than shiftworkers—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday	Public holiday
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	23.31	32.64	41.96	51.29

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	<b>Ordinary hours</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 2	24.09	33.72	43.36	52.99
Car Parking Officer Level 3	25.01	35.02	45.02	55.03

**A.2.2 Casual employees other than shiftworkers—overtime rates**

	<b>Ordinary hours</b>	<b>Monday to Saturday - first 2 hours</b>	<b>Monday to Saturday - after 2 hours</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	23.31	32.64	41.96	41.96	51.29
Car Parking Officer Level 2	24.09	33.72	43.36	43.36	52.99
Car Parking Officer Level 3	25.01	35.02	45.02	45.02	55.03

**A.2.3 Casual shiftworkers—ordinary and penalty rates**

	<b>Day shift</b>	<b>Afternoon or night shift</b>	<b>Non-alternating night shift<sup>1</sup></b>	<b>Saturday and Sunday</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>				
	<b>125%</b>	<b>137.5%</b>	<b>150%</b>	<b>175%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	23.31	25.64	27.98	32.64	51.29
Car Parking Officer Level 2	24.09	26.50	28.91	33.72	52.99
Car Parking Officer Level 3	25.01	27.51	30.02	35.02	55.03

<sup>1</sup>**Non-alternating night shift** means a night shift which does not alternate with another shift or day work (see clause 21.3).



**A.2.4 Casual shiftworkers—overtime rates**

	<b>Ordinary hours</b>	<b>Monday to Sunday - first 2 hours</b>	<b>Monday to Sunday - after 2 hours</b>	<b>Public holiday</b>
	<b>% of minimum hourly rate</b>			
	<b>125%</b>	<b>175%</b>	<b>225%</b>	<b>275%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Car Parking Officer Level 1	23.31	32.64	41.96	51.29
Car Parking Officer Level 2	24.09	33.72	43.36	52.99
Car Parking Officer Level 3	25.01	35.02	45.02	55.03

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## Schedule B— Summary of Monetary Allowances

See clause 18—Allowances 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 clause 2—Definitions as the minimum weekly rate for a Car Parking Officer Level 2 in clause 17.1 = **\$732.20**.

Allowance	Clause	% of standard rate \$732.20	\$ per week
First aid allowance	18.2(a)	2.54	18.60

#### 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

The following expense-related allowances will be payable to employees in accordance with clause 18.3:

Allowance	Clause	\$
Laundering allowance:	18.3(a)	
Full-time employee	18.3(a)(iii)	12.36 per week
Part-time or casual employee	18.3(a)(iii)	2.43 per shift
Meal allowance—overtime for more than two hours without notice	18.3(b)	9.91 per occasion

#### B.2.1 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Laundering allowance	Cleaning, repair and hire of clothing and footwear sub-group
Meal allowance	Take away and fast foods sub-group

## Schedule C—Supported Wage System

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

**C.2** In this schedule:

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

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

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

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

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

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

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

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

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

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

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

<b>Assessed capacity (clause C.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**C.4.2** Provided that the minimum amount payable must be not less than **\$82** per week.

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

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

**C.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the 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.

**C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

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

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

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

## **C.7 Review of assessment**

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

## **C.8 Other terms and conditions of employment**

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

## **C.9 Workplace adjustment**

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

## **C.10 Trial period**

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$82** per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

## Schedule D—National Training Wage

The National Training Wage schedule may be affected by [AM2016/17](#)

### D.1 Title

This is the *National Training Wage Schedule*.

### D.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

Western Australia: *Vocational Education and Training Act 1996*

**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

### **D.3 Coverage**

**D.3.1** Subject to clauses D.3.2 to D.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 D.7 to this schedule or by clause D.5.4 of this schedule.

**D.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 D.7 to this schedule.

**D.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.

Parties are asked to identify “*any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997*” that they consider should not be covered by this Schedule.

**D.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.

**D.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.

**D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

## D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- D.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.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.

## D.5 Minimum Wages

### D.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

Subject to clause D.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 D.7 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 D.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 D.7 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



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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 D.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 D.7 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 D.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 D.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:

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

**D.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses D.5.2(f) and D.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 D.7 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 D.5.2(f) and D.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 D.7 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 D.5.2(f) and D.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 D.7 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 D.5.2(f) and D.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 D.7 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.94	10.96

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

**(i)** Subject to clauses D.5.2(f) and D.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 D.5.2(f) and D.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 D.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 D.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 D.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**D.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.

**D.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 D.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.

## D.6 Employment conditions

- D.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.
- D.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.
- D.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 D.5.2(f)(ii) and not by this clause.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## D.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

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

### D.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)

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<b>Training package</b>	<b>AQF certificate level</b>
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

**D.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III

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<b>Training package</b>	<b>AQF certificate level</b>
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
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	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**D.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
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

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

**Schedule F—Agreement to Take Annual Leave in Advance**

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Schedule G—Agreement to Cash Out Annual Leave**

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

## Schedule H—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

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

**H.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 H.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 H.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.

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

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