

The Wool Storage, Sampling and Testing Award—Exposure Draft was first published on 23 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
13 February 2019	Incorporate changes resulting from PR583099	23.8(a)
	Incorporate changes resulting from [2017] FWCFCB 3433	1.2, 4.5, 23, Schedule G
	Incorporate changes resulting from PR598110	Schedule H
	Incorporate changes resulting from PR593834	Schedule E (deleted)
	Incorporate changes resulting from [2018] FWCFCB 3500 , PR606369 , PR606525 , PR606630	16.1, 16.5, 19, Schedule B, Schedule C, Schedule D
	Incorporate changes resulting from [2018] FWCFCB 3936 , PR609361	19A (deleted)
	Incorporate changes resulting from [2018] FWCFCB 4695 , PR700624 , PR700687	8
	Incorporate changes resulting from [2018] FWCFCB 3802	10.2, 11.3(b), 14.1(a) (deleted), 14.1(b) (deleted), 21.1, 21.1-21.4 (renumbered), 32.1, A.3.5, A.3.13, A.3.15
	Incorporate changes resulting from PR701683	Schedule H
	Incorporate changes resulting from [2018] FWCFCB 6863 , PR701444	6
	Incorporate changes resulting from [2018] FWCFCB 7433 , PR703316	6.6 (deleted)
	Administrative changes by Modern Awards team	10.4 (deleted), 17
	Incorporate changes resulting from [2018] FWCFCB 4735 , PR610066	17
	Incorporate changes resulting from [2018] FWCFCB 4704 , PR610207	5, 32, 29, 30, 31
	Incorporate changes resulting from [2018] FWCFCB 1548	7.2
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2 September 2019	Incorporating A clauses into the numbering of the exposure draft	6, 17, 30
	Incorporating changes resulting from [2015] FWCFCB 4658 at [57]	19

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The Wool Storage, Sampling and Testing Award—Exposure Draft was first published on 23 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporate changes resulting from [2017] FWCFB 3433	Schedule G (definitions deleted – moved to clause 2)
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporating changes resulting from [2019] FWCFB 2548, PR707052	33
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	1.4 (deleted), C.1.1
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500, PR707454, PR707654, PR709080	19.2(a), 19.2(b), 19.3(a)(i), Schedule B, Schedule C, Schedule D
	Incorporating changes resulting from [2019] FWCFB 5144	27
	Incorporating changes resulting from [2019] FWCFB 5145 (determination in draft form).	28, Schedule H
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1— 2, 9, 10, 11, 13, 14, 16, 16.5, 18 , Part 5— 21 , Part 6— 26 , Part 8— 32, 33 , Schedule E—National Training Wage (deleted), Schedule G—Definitions (moved to clause 2), Schedule E (moved), Schedule H (schedule)
	Incorporating changes resulting from [2019] FWCFB 5409	4.3, 4.4, 16

EXPOSURE DRAFT

Wool Storage, Sampling and Testing Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Wool Storage, Sampling and Testing Award 2010* (the Wool storage award) as at 23 September 2014 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Wool storage award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/94](#). Additionally a number of common issues are being dealt with

by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [2019] FWCFB 5409 at [6]. Clause 1.5 deleted in accordance with [2019] FWCFB 1333 at [35].

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

2. Definitions

In this award, unless the contrary intention appears:

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

afternoon shift means any shift finishing after 6.00 pm and at or before 1.00 am

base rate of pay has the same meaning as in section 16 of the [Act](#)

continuous shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least ~~six~~ 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts

day shift means any shift finishing after 2.00 pm and at or before 6.00 pm

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](#)

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

full rate of pay has the same meaning as in section 18 of the [Act](#)

junior employee means an employee under the age of 21 years

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

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

night shift means any shift finishing after 1.00 am and at or before 7.00 am

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

raw wool testing laboratory means a testing laboratory independent of the sale transaction and having undertaken to carry out tests in accordance with the current International Wool Textile Organisation Core Test Regulations. **Raw wool** includes greasy wool, wool which has been scoured, carbonised, washed or solvent degreased, scoured skin wools, washed skin wools. It consists of wool fibre together with variable amounts of vegetable matter and extraneous alkali-insoluble impurities, mineral matter, wool waxes, suint and moisture. **Greasy wool** is wool from the sheep's back or sheepskins, which has not been scoured, solvent degreased, carbonised or otherwise processed.

Definition of **raw wool testing, skin, hide and wool storage services industry** has been inserted in accordance with [\[2017\] FWCFB 3433](#) at [339]

raw wool testing, skin, hide and wool storage services industry has the meaning given in [clause 4.2](#)

sampling means all or any of the functions and duties required to be performed in connection with, or incidental to, the obtaining of wool samples for testing and, in particular, without limiting the generality of the foregoing, includes:

- the drawing of samples manually and/or the operation of mechanical sampling equipment;
- attendance at sampling lines in wool stores;
- the weighing of bales and recording of bale weights as a sworn weigher; and
- the clerical functions associated with the identification of bales and samples

Sampling assistant means an employee engaged by a raw wool testing laboratory and required to perform sampling functions and duties, who has not completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

Sampling officer means an employee engaged by a raw wool testing laboratory and required to perform sampling functions and duties, who has completed a period of

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service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

Senior sampling officer means a raw wool testing laboratory employee who, in addition to performing sampling functions and duties without direct supervision, is required to accept additional responsibilities such as the planning, organising and supervision of sampling by other employees, the administration of the company's operations in a centre or specific area and/or officially representing the employer in discussions with representatives of other wool industry companies

Senior testing officer means a raw wool testing laboratory employee who, in addition to performing testing functions and duties without direct supervision, is required to accept additional responsibilities, such as the planning, organising and supervision of testing by other employees, the administration of the company's operations in a specific area, undertaking a range of quality control duties and/or participating in stock control, purchasing etc. associated with the testing operations

shiftwork means work performed by shiftworkers

shiftworker means an employee currently engaged to work in a system of shifts, being afternoon shifts, night shifts or both, or a continuous shiftworker

standard rate means the minimum hourly rate for a Wool Industry Worker Level 2 (Skin and Hide Stores) employee in clause 16—Minimum rates. This rate is to be used for the purposes of calculating various allowances that require a designated [standard rate](#).

testing means all or any of the functions and duties required to be performed in connection with, or incidental to, the testing of wool, seeds, grain, grasses and wool grease samples and, in particular, without limiting the generality of the foregoing, includes:

- the operation of various types of laboratory apparatus, testing equipment and machines;
- the weighing of containers and/or samples, subsamples and test specimens using laboratory balances provided and the recording of such weights;
- the clerical functions associated with the identification, control batching etc. of samples, subsamples, test specimens and containers; and
- the use of such chemicals and the handling of samples as required by the procedures laid down from time to time

Testing assistant means an employee engaged by a raw wool testing laboratory and required to perform testing functions and duties, who has not completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

Testing officer means an employee engaged by a raw wool testing laboratory and required to perform testing functions and duties, who has completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee

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

4. Coverage

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

- 4.1 This industry award covers employers throughout Australia in the raw wool testing, skin, hide and wool storage services industry and their employees in the classifications listed in Schedule A—Classification and Progression Principles to the exclusion of any other modern award.
- 4.2 The **raw wool testing, skin, hide and wool storage services industry** means the receipt, handling, processing (including sampling, testing, blending or dumping), storage, shipping or transport of skins, hides and wool.
- 4.3 This award covers any employer which supplies labour on an on-hire basis in the [raw wool testing, skin, hide and wool storage services](#) industry ~~set out in clause 4.1~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause~~ [Clause 4.3](#) operates subject to the exclusions from coverage in this award.
- 4.4 This award covers employers which provide group training services for trainees engaged in the [raw wool testing, skin, hide and wool storage services](#) industry and/or parts of ~~the industry set out at clause 4.1~~ and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 4.2 are being performed. ~~This subclause~~ [Clause 4.4](#) operates subject to the exclusions from coverage in this award.
- 4.5 This award does not cover:
- employees excluded from award coverage by the [Act](#);
 - 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
 - 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.

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

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

5. Individual flexibility arrangements

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

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

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

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

- 5.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

- 5.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

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

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

7. Facilitative provisions

- 7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.
- 7.2** Facilitative provisions in this award are contained in the following clauses:
- (a) clause 13.2(b)—Ordinary hours—Employees other than shiftworkers;
 - (b) clause 14.1—Rostering;
 - (c) clause 15.2—Paid rest breaks;
 - (d) clause 16.3(a)—Pieceworkers;
 - (e) clause 21.4—Time off instead of payment for overtime;
 - (f) clause 23.6—Taking of annual leave over an extended period;
 - (g) clause 23.10—Annual leave in advance;
 - (h) clause 23.11—Cashing out of annual leave; and
 - (i) clause 28.3—Substitution of public holidays by agreement.

Part 2—Types of Employment and Classifications

8. Types of employment

- 8.1** Employees under this award may be employed in one of the following categories:
- (a) full-time;
 - (b) part-time; or
 - (c) casual.

9. Full-time employees

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

10. Part-time employees

- 10.1** A part-time employee:
- (a) is engaged to work an average of less than 38 ordinary hours per week; and
 - (b) 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** For each ordinary hour worked, a part-time employee must be paid the minimum hourly rate for the employee's classification in clause 16—Minimum rates.

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10.3 An employer must inform a part-time employee of their ordinary hours of work and starting and finishing times.

10.4 All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

11. Casual employees

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

11.2 A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.

11.3 Casual loading

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

(i) the minimum hourly rate in clause 16.1; and

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

for the classification in which they are employed.

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

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

11.5 Right to request casual conversion

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

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

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

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

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- (e) Any request under ~~this subclause~~ clause 11.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.5(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 31—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.5, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

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- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.5.
- (o) Nothing in clause 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.5 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.5(q).

12. Classifications

- 12.1 The classification structure and definitions under this award are set out in Schedule A—Classification.

Part 3—Ordinary Hours of Work

13. Ordinary hours of work

13.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work for a full-time employee are an average of 38 hours per week.
- (b) The ordinary hours of work for a part-time and casual employee will be in accordance with clause 8—Types of employment.
- (c) An employer may require an employee to work reasonable additional hours at overtime rates.

13.2 Employees other than shiftworkers

- (a) Employees other than shiftworkers may be required to work up to 12 ordinary hours per day, between the hours of 5.00 am and 6.30 pm, Monday to Friday.
- (b) An employer may agree with a majority of affected employees or an individual

employee to alter the spread of hours in clause 13.2(a) to suit their individual needs.

13.3 Shiftworkers

Shiftworkers may be required to work a shift up to 12 consecutive ordinary hours (including meal breaks).

13.4 Work cycle

- (a) Employees may be engaged to work on a work cycle made up of working and non-working days.
- (b) The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working and non-working weeks in the cycle.
- (c) The applicable overtime rates in clause 21—Overtime will be paid for work required to be performed:
 - (i) in addition to rostered hours on any shift; and
 - (ii) in excess of the total ordinary hours in the work cycle.

13.5 Maximum weekly hours

- (a) Maximum weekly hours are provided for in the [NES](#).
- (b) ~~This clause~~ Clause 13 provides industry specific detail and supplements Division 3 of the [NES](#) which deals with maximum weekly hours.
- (c) For the purposes of [section 63](#) of the [Act](#), an employee's weekly hours may be averaged over a period of up to 26 weeks.

14. Rostering arrangements

14.1 Rostering

(a) Employees other than shiftworkers

Subject to clause 29—Consultation about major workplace change, an employer may vary an employee's days or work or starting and finishing times to meet the needs of the business, by giving 48 hours' notice or a shorter period as agreed between the employer and an individual employee.

(b) Shiftworkers

- (i) A shift system may be implemented by the employer and may be altered from time to time to meet the needs of the business in accordance with ~~this~~ clause 14.1.
- (ii) The employer may carry out operations 24 hours per day, ~~seven~~ 7 days of the week and implement and change roster systems to meet its operational requirements from time to time, having regard to the health and safety of employees.

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- (iii) Employees may be required to change between day work and shiftwork. An employee may be required to commence to perform or cease to perform shiftwork upon one week's notice.
- (iv) Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours' notice. These time periods may be reduced where agreed by the employer and the employee, or at the direction of the employer where operational circumstances require.
- (v) Where an employer proposes to change an employee's regular shift roster under ~~this~~ clause 14.1(b) the employer must consult the employee or employees affected about the proposed change, as provided in clause 29— Consultation about major workplace change.

15. Breaks

15.1 Unpaid meal breaks

- (a) An employee is entitled to an unpaid meal break of not less than 30 minutes after every ~~five~~ 5 hours worked.
- (b) The time of taking a scheduled meal break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (c) The employer may stagger the taking of meal breaks to meet operational requirements.
- (d) The employer will not require an employee to work more than ~~five~~ 5 hours before the first meal is taken or between subsequent meal breaks, if any.

15.2 Paid rest breaks

- (a) An employee may take a paid rest break of 20 minutes per day or shift.
- (b) The employer and an employee may agree to any variation of ~~this~~ clause 15.2 to meet the requirements of the workplace and continuity of operations, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under ~~this~~ clause 15.2.
- (c) The employer may stagger the time of taking rest breaks to meet operational requirements.

15.3 Minimum break between work on successive days or shifts

- (a) **Employees other than shiftworkers**
 - (i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours break between work on successive working days.

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- (ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours break between those times, must be released after completion of the overtime until the employee has 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.
- (iii) If on the direction of the employer an employee resumes or continues work without having had 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from duty for 10 hours. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

(b) **Shiftworkers**

The provisions of clause 15.3 will apply to shiftworkers as if ~~eight~~ 8 hours were substituted for 10 hours.

Part 4—Wages and Allowances

16. Minimum rates

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked.

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

- 16.1 An employer must pay adult employees the following minimum ~~wages—rates~~ for ordinary hours worked by the employee:

Employee Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Wool Storage		
Wool Industry Worker Level 1 (Wool Storage)	758.00	19.95
Wool Industry Worker Level 2 (Wool Storage)	788.00	20.74
Wool Industry Worker Level 3 (Wool Storage)	799.40	21.04
Wool Industry Worker Level 4 (Wool Storage)	837.50	22.04
Wool Industry Worker Level 5 (Wool Storage)	862.50	22.70
Wool Industry Worker Level 6 (Wool Storage)	903.90	23.79
Wool Testing		
Wool Industry Worker Level 1 (Wool Testing)— First 3 months	758.00	19.95

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Employee Classification	Minimum weekly rate <i>(full-time employee)</i>	Minimum hourly rate
	\$	\$
Wool Industry Worker Level 1 (Wool Testing)—After 3 months	773.10	20.34
Wool Industry Worker Level 2 (Wool Testing)	788.00	20.74
Wool Industry Worker Level 3 (Wool Testing)	799.40	21.04
Wool Industry Worker Level 4 (Wool Testing)	837.50	22.04
Wool Industry Worker Level 5 (Wool Testing)	869.90	22.89
Skin and Hide Stores		
Wool Industry Worker Level 1 (Skin and Hide Stores)—First 3 months	758.00	19.95
Wool Industry Worker Level 1 (Skin and Hide Stores)—After 3 months up until 12 months	773.10	20.34
Wool Industry Worker Level 1 (Skin and Hide Stores)—After 12 months	788.00	20.74
Wool Industry Worker Level 2 (Skin and Hide Stores)	799.40	21.04
Wool Industry Worker Level 3 (Skin and Hide Stores)	836.80	22.02
Wool Industry Worker Level 4 (Skin and Hide Stores)	869.90	22.89

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

16.2 Junior employee rates

- (a) Junior employees will be entitled to the percentage of the applicable adult weekly rate (or in the case of part-time or casual employees, the hourly rate) for their classification as follows:

Age	% of adult rate
At 17 years or under	60
At 18 years	70
At 19 years	80

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Age	% of adult rate
At 20 years	90

16.3 Pieceworker rates

- (a) An employer and an employee may agree to remunerate the employee in whole or part by piece rates, instead of (in whole or part) the rates and allowances provided for in this award. The agreement must be made without coercion or duress.
- (b) The employer must record a piece rate agreement made under ~~this~~ clause 16.3 in writing and provide a copy to the employee. The employer must keep the agreement as a time and wages record.
- (c) The piece rate agreement must set out the following information:
 - (i) the parties to the agreement;
 - (ii) the date the agreement commences to operate; and
 - (iii) the basis on which the piece rate payment is made and how piecework will be measured.
- (d) An employee working under a piece rate agreement must:
 - (i) be paid no less than the amount to which the employee would have been entitled to receive under the rates and allowances prescribed by this award if the piece rate agreement had not been made; and
 - (ii) not disadvantage the employee in relation to their terms and conditions of employment.
- (e) An agreement made under ~~this~~ clause 16.3 may be terminated by written agreement between the employer and the employee or by either party giving ~~four~~ 4 weeks' notice in writing to the other party. The agreement will cease to operate at the end of the notice period.
- (f) For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES.
- (g) For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES.

Annualised salary arrangements

~~Annualised salaries are being reviewed in AM2016/13.~~

- ~~(h) An employer may pay an employee an annual salary instead of any or all of the following provisions of the award:~~
 - ~~(i) clause 16.1 Minimum wages;~~
 - ~~(ii) clause 18 Allowances;~~
 - ~~(iii) Part 5 Overtime and Penalty Rates; and~~

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~~(iv) clause 22.4 Annual leave loading.~~

~~(i) Where an annual salary is paid, the employer must specify in writing the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.~~

~~(j) The annual salary must be no less than the amount the employee would have been entitled to receive under the relevant wage rates, penalties, overtime, allowances and loadings provisions of this award over the duration of the arrangement.~~

~~(k) The annual salary is paid in full satisfaction of any obligation to otherwise make payments to the employee under this award for the provisions that will not apply instead of the salary and may be relied upon to offset any such obligation, whether of a different character or not.~~

~~(l) For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause 16.4 comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16.1 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties and any other separately identifiable amounts incorporated into the annual salary.~~

16.4 Supported wage system

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

16.5 National training wage

(a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

(b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at ~~1 July 2018~~ **1 July 2019**. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Wool Storage, Sampling and Testing Award 2010* and not the *Miscellaneous Award 2010*.

17. Payment of wages

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

17.1 Wages will be paid either weekly, fortnightly or monthly by electronic funds transfer to the bank or other recognised financial institution nominated by the employee.

17.2 An employer may deduct from any amount required to be paid to an employee under ~~this clause 17~~, the amount of any overpayment of wages or allowances.

17.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause~~ 17.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause~~ 17.3(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 17.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

18. Annualised salary arrangements

Annualised salaries are being reviewed in AM2016/13.

18.1 An employer may pay an employee an annual salary instead of any or all of the following provisions of the award:

- (a) clause 16.1—Minimum wages;
- (b) clause 19—Allowances
- (c) clause 21—Overtime;
- (d) clause 22—Penalty rates;
- (e) Part 5—Overtime and Penalty Rates; and
- (f) clause 23.4—Annual leave loading.

18.2 Where an annual salary is paid, the employer must specify in writing the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.

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18.3 The annual salary must be no less than the amount the employee would have been entitled to receive under the relevant wage rates, penalties, overtime, allowances and loadings provisions of this award over the duration of the arrangement.

18.4 The annual salary is paid in full satisfaction of any obligation to otherwise make payments to the employee under this award for the provisions that will not apply instead of the salary and may be relied upon to offset any such obligation, whether of a different character or not.

18.5 For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause 18.4 comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 16.1 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties and any other separately identifiable amounts incorporated into the annual salary.

19. Allowances

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

Note inserted in accordance with [2015] FWCFB 4658 at [57].

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.

19.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 19. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

19.2 Wage-related allowances

(a) Leading hand allowance

A leading hand engaged in a skin and hide store must be paid an allowance of **\$48.39** per week.

(b) First aid allowance

An employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duty, will be paid a first aid payment of **\$18.09** per week.

19.3 Expense-related allowances

(a) Meal allowance

(i) A meal allowance of **\$13.76** will be paid to an employee on each occasion that the employee is entitled to a rest break during overtime work.

(ii) The allowance is not payable if the employer provides a meal or meal-making facilities or if the employee was notified no later than the previous day or shift that they would be required to work the overtime.

(b) Clothing allowance

- (i) Where the employer requires an employee engaged in wool testing to wear protective clothing, the employer must reimburse the employee for the cost of purchasing such clothing.
- (ii) ~~This clause~~ 19.3(b) does not apply where the protective clothing is paid for by the employer.

(c) Footwear allowance

- (i) Where the employer requires an employee engaged in wool testing to wear safety footwear, the employer must reimburse the employee for the cost of purchasing such footwear.
- (ii) ~~This clause~~ 19.3(c) does not apply where the safety footwear is paid for by the employer.

20. Superannuation

20.1 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.

20.2 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.

20.3 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 20.2.
- (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.

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- (c) The employer must pay the amount authorised under clauses 20.3(a) or 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2, and pay the amount authorised under clauses 20.3(a) or 20.3(b), to one of the following superannuation funds or its successor:

- (a) LUCRF;
- (b) AustralianSuper;
- (c) 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
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime and Penalty Rates

21. Overtime

21.1 Overtime rates

An employee will be paid the following overtime rates for all work done in addition to their ordinary hours:

For overtime worked on	Overtime rate % of minimum hourly rate
Monday to 12 noon Saturday—first 2 hours	150%
Monday to 12 noon Saturday—after 2 hours	200%
Saturday—after 12 noon	200%
Sunday all day	200%
Public holiday all day	250%
Continuous shiftworkers	
All overtime hours	200%

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

21.2 Recall—employees other than continuous shiftworkers

An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of ~~four~~ 4 hours or will be paid for a minimum of ~~four~~ 4 hours work in circumstances where the employee is engaged for a lesser period.

21.3 Method of calculation

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under clause 21.1 are in substitution for any other loadings or penalty rates.

21.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 21.4
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 21.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 21.4 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 21.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 21.4 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

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- (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 21.4(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 21.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.4 will apply, including the requirement for separate written agreements under clause 21.4(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 21.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.4.

22. Penalty rates

22.1 Shiftwork definitions

In this award:

- (a) **day shift** means any shift finishing after 2.00 pm and at or before 6.00 pm;
- (b) **afternoon shift** means any shift finishing after 6.00 pm and at or before 1.00 am;
- (c) **night shift** means any shift finishing after 1.00 am and at or before 7.00 am; and
- (d) **continuous shiftworker** means an employee engaged to work in a system of

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consecutive shifts throughout the 24 hours of each of at least ~~six~~6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

22.2 Shiftwork penalties

- (a) A shiftworker or continuous shiftworker whilst on afternoon shift or night shift must be paid 115% of the minimum hourly rate.
- (b) A shiftworker or continuous shiftworker whilst on permanent night shift must be paid 130% of the minimum hourly rate.

22.3 Weekend work

- (a) For ordinary hours worked at anytime on a Saturday, an employee will be paid 150% of the minimum hourly rate for the first ~~two~~2 hours and 200% of the minimum hourly rate thereafter.
- (b) For ordinary hours worked at anytime on a Sunday, an employee will be paid 200% of the minimum hourly rate.
- (c) The rates of pay referred to in clause 22.3 do not apply where the time worked forms part of the normal continuous hours in a normal shift.

22.4 Public holidays

An employee will be paid at the rate of 250% of the minimum hourly rate for any ordinary hours worked on a public holiday.

Part 6—Leave and Public Holidays

23. Annual leave

23.1 Annual leave is provided for in the [NES](#). Annual leave does not apply to casual employees.

23.2 For the purposes of Division 6—Annual leave of the [NES](#), shiftworker means a continuous shiftworker as defined in this award.

23.3 Arrangements for taking leave

- (a) A week's leave for employees is based on the average number of ordinary hours worked per week under the employee's rostering arrangements.
- (b) When annual leave is taken by an employee, the employer may require that the leave be taken in accordance with the employee's roster.

23.4 Annual leave loading

When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the base rate of pay for the period in addition to the payment required to be made under Division 6 of the [NES](#).

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NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

23.5 Annual leave during shut down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay.

23.6 Excessive leave accruals: general provision

NOTE: Clauses 23.6 to 23.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 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 23.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a)-clause~~ 23.7(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 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

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- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 23.7(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 23.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 23.7(d) may result in the direction ceasing to have effect. See clause 23.7(b)(i).

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

23.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 23.8(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 23.7(a) that, when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 23.8(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~

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23.8(a) 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.

- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a)~~ clause 23.8(a).

23.9 Taking of annual leave over an extended period

An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example it may be agreed that the leave period is doubled and taken on half pay.

23.10 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 23.10 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.10 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 23.10, 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.

23.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.11.
- (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 23.11 must state:

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- (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 23.11 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 23.11 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.11.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.11.

NOTE 3: An example of the type of agreement required by clause 23.11 is set out at 0—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at 0—Agreement to Cash Out Annual Leave.

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. Community service leave

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

27. Unpaid family and domestic violence leave

Clause 27 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

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

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

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

28. Public holidays

Clause 28 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] ([determination](#) in draft form).

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

28.2 Where an employee works on a public holiday they will be paid in accordance with clause 22.4.

28.3 Substitution of public holidays by agreement

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

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

28.4 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

29.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and

- (c) commence discussions as soon as practicable after a definite decision has been made.

29.2 For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

29.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).

29.5 In clause 29 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.
- (h) Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

30.1 Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

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

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

- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change

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on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

- 30.4** The employer must consider any views given under clause 30.3(b).
- 30.5** Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

- 31.1** Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 31.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.
- 31.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.
- 31.8** While procedures are being followed under clause 31 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

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

32.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

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

32.2 Job search entitlement

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

33. Redundancy

Clause 33 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR707052](#).

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

33.1 Transfer to lower paid duties on redundancy

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

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

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- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

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Schedule A—Classification and Progression Principles

A.1 Classification

In each of the classifications under this award it is a requirement that an employee must:

- (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee's ability and competence;
- (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
- (c) use such tools and equipment as may be required, subject to the limit of the employee's skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

A.2 Progression

An employee will progress through the classification levels subject to:

- (a) possessing the applicable skills for the level; and
- (b) being required by the employer to perform work at that level.

A.3 Classification structure

An employee will be classified in accordance with the classification descriptions below based on whether they are employed in a wool store, a raw wool testing laboratory or a skin and hide store.

A.3.1 Wool Industry Worker Level 1 (Wool Storage)

(a) Prerequisites

- basic interpersonal and communication skills; and
- basic literacy and numeracy skills.

(b) Skills/duties

- become familiar with company policies and procedures;
- responsible for quality of their own work subject to detailed direction;
- obtain knowledge and apply appropriate manual handling skills and/or testing or sampling skills;
- ability to work in a team environment and/or under routine supervision;
- ability to exercise discretion within the limits of skills and/or training; and
- ability to undertake duties in a safe and responsible manner.

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The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- core sampling (non-mechanical);
- feeding wool into blending machines;
- head marking or branding of head bale at receipt or weighing;
- inserting lot plates or dividers;
- lopping;
- opening or closing bales (including fudging and boodling);
- pushing into or taking from elevators or drops;
- sewing;
- wheeling baskets;
- hand trucking;
- use of non-licensed material handling equipment;
- operate wool bending machine; and
- responsible for housekeeping in own work environment.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.2 Wool Industry Worker Level 2 (Wool Storage)

(a) Prerequisites

Wool Industry Worker Level 1 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 1 the following skills/duties are required:

- able to work in a team environment under limited supervision;
- responsible for quality of own work; and
- appropriate licence to operate required materials handling equipment (other than crane or fork-lift rated in excess of 20,000 kg), (as required).

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- breaking out of specified bales for shipping, showing, pooling or blending;

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- breaking out for rail trucks (including the use of mechanical aids);
- breaking down stacks of wool;
- port marking and branding of wool for shipment;
- operating and in charge of semi automatic dump press;
- operation of all appropriate materials handling equipment (other than crane or fork-lift rated in excess of 20,000 kg), not requiring ancillary or incidental clerical functions;
- sheetman or fossicker;
- wool pressing; and
- weight adjusting.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.3 Wool Industry Worker Level 3 (Wool Storage)

(a) Prerequisites

Wool Industry Worker Level 2 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- understands and is responsible for quality control standards;
- advanced level of interpersonal and communications skills;
- keyboard skills;
- able to perform work required under minimal supervision; and
- ability to operate computerised inventory equipment (as required).

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- sworn weigher or employee (including fork lift driver) recording or carrying out clerical functions in receiving, weighing and delivering or shipping of bales including notifying locations of bales by radio or other electronic means;
- employee in charge of an out-store;
- operation of semi automatic core line; and
- employee responsible for the actual packing of containers with dumped bales.

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(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.4 Wool Industry Worker Level 4 (Wool Storage)

(a) Prerequisites

Wool Industry Worker Level 3 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 3 the following skills/duties are required:

- appropriate licence to operate required materials handling equipment and/or container handling equipment and/or crane, with capacity rated greater than 20,000 kg (as required);
- knowledge of operation of fully automated core line operation;
- ability to operate computerised wool handling equipment (as required); and
- ability to perform a greater number of testing and sampling functions without direct supervision and to accept additional responsibilities.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- operator in charge of a fully automated core line operation;
- operator in charge of fully automatic dump press (i.e. TriPak);
- operator of container handling equipment rated greater than 20,000 kg; and
- employee charged by employer with the responsibility of supervising and directing not more than 10 employees (not being a number of employees working as a team).

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.5 Wool Industry Worker Level 5 (Wool Storage)

(a) Prerequisites

- Wool Industry Worker Level 4 or equivalent; and
- Appropriate certification.

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(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 4 the following skills/duties are required:

- ability to sort all types of wool to desired graded lines;
- ability to allocate bin types and calculate bin weights and percentages;
- responsible for sorting wool to industry quality control standards;
- understanding of operation of a wool re-handling department; and
- wool testing – understanding the operations of the company’s testing and/or sampling functions.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- classing or sorting wool with or without mechanical aids; and
- undertake appropriate recording functions.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.6 Wool Industry Worker Level 6 (Wool Storage)

(a) Prerequisites

Wool Classer or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Classer the following skills/duties are required:

- proven ability to train and supervise;
- must be competent to train wool classers;
- proficient in the accurate allocation of types and component percentages and weights of all wool bales;
- must ensure quality control standards are met by all wool re-handling personnel;
- must ensure the efficient operation of a wool re-handling department; and
- ability to perform testing and sampling functions and duties without supervision and to accept additional responsibilities.

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The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- control and co-ordinate all relevant functions of a wool re-handling operation.

A.3.7 Wool Industry Worker Level 1 (Wool Testing)

(a) Prerequisites

- basic interpersonal and communication skills; and
- basic literacy and numeracy skills.

(b) Skills/duties

- become familiar with company policies and procedures;
- responsible for quality of their own work subject to detailed direction;
- obtain knowledge and apply appropriate manual handling skills and/or testing or sampling skills;
- ability to work in a team environment and/or under routine supervision;
- ability to exercise discretion within the limits of skills and/or training; and
- ability to undertake duties in a safe and responsible manner.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- performing of 3–4 less complicated testing functions, limited coreline supervision, manual coring and associated tasks to the above such as sample security, handling and delivery;
- operating mechanical sampling equipment;
- weighing of bales and recording bale weights as a sworn weigher; and
- clerical functions associated with the identification of bales and samples.

(c) Promotional criteria

An employee employed at this level in wool testing remains at this level until they have completed a period of service which in aggregate is equivalent to the ordinary time worked in 12 months by a full-time employee. 2008 ordinary hours of service by a casual employee will be the equivalent to the 12 month period referred to above. At the end of this, an employee will be reclassified to Level 2.

A.3.8 Wool Industry Worker Level 2 (Wool Testing – Sampling or Testing Officer)

(a) Prerequisites

Wool Industry Worker Level 1 or equivalent

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(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 1 the following skills/duties are required:

- able to work in a team environment under limited supervision;
- responsible for quality of own work;
- appropriate licence to operate required materials handling equipment (other than crane or fork lift rated in excess of 20,000 kg), (as required); and
- employees will have more detailed knowledge of Company Policies and procedures and the ability to perform a greater number of testing and sampling functions.

The following tasks are indicative of the tasks which an employee at this level may be required to perform. Employees will be proficient in the following relevant tasks as required:

- laserscan testing;
- mechanical tuft sampling;
- auto residuals;
- atlas testing;
- burrs;
- vegetable matter dissection;
- fleece measurement testing;
- batching/receivals;
- more complicated non-routine testing;
- retufting; and
- recoring; and
- processing over weight bales.

(c) Promotional criteria

An employee classified as a Sampling Officer or a Testing Officer will automatically be entitled to an incremental pay increase upon completion of each successive continuous service period which, in aggregate, is equivalent to the ordinary time worked in 12 months by a full-time employee. In the case of a full-time employee such incremental pay increase or multiple thereof, if applicable, will take effect on each anniversary of the date upon which the employee was classified as a Sampling Officer or a Testing Officer, as the case may be.

Provided that ~~this~~ clause A.3.8(c) will be applicable only where the employee continues to demonstrate the ability to perform, efficiently and with limited

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supervision, a comprehensive range of functions required to be performed within the scope of the employee's classification.

The automatic service increments referred to herein will not apply to casual employees. The exception to this is where a casual employee has completed 12,048 ordinary hours of service (equivalent to ~~six~~ 6 years full-time). A casual employee who has completed 12,048 ordinary hours of service after 1 October 2005 will be moved to the Sampling Officer 3 or Testing Officer 3 wage rate. No further service increments will apply to such casual employees.

The quantum of an incremental pay increase, referred to herein, will be calculated as one-quarter of the difference between the Wool Industry Worker (Wool Testing) Level 2 rate and the Wool Industry Worker (Wool Testing) Level 3 rate.

A.3.9 Wool Industry Worker Level 3 (Wool Testing —Sampling or Testing Officer)

(a) Prerequisites

Wool Industry Worker Level 2 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- understands and is responsible for quality control standards;
- advanced level of interpersonal and communications skills;
- keyboard skills;
- able to perform work required under minimal supervision;
- ability to operate computerised inventory equipment (as required); and
- employees must demonstrate the ability to perform the testing or sampling tasks of a Testing or Sampling Officer with minimal supervision and to demonstrate pro-active abilities in carrying out the required tasks.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- conducting testing and sampling tasks with minimal supervision and demonstrating a pro-active approach to the conduct of those tasks.

(c) Promotional criteria

Before being classified formally as a Senior Sampling or Senior Testing Officer, an employee will be required to demonstrate the ability to accept those additional responsibilities specified for that classification for a probationary period of up to ~~six~~ 6 months.

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During this probationary period, the employee will be paid as a Wool Industry Worker (Wool Testing) Level 4 at the entry point, provided that the minimum rate of pay for an employee who is responsible for training, organising and supervising more than ~~five~~5 employees will be the mid-point of the Senior Sampling or Senior Testing Officer range.

A.3.10 Wool Industry Worker Level 4 (Wool Testing)

(a) Prerequisites

Wool Industry Worker Level 3 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 3 the following skills/duties are required:

- knowledge of operation of fully automated core line operation;
- ability to operate computerised wool handling equipment (as required); and
- ability to perform a greater number of testing and sampling functions without direct supervision and to accept additional responsibilities.

The following tasks are indicative of the tasks which an employee at this level should be proficient in and may be required to perform:

- planning, organising and supervision of testing and/or sampling by other employees;
- administering the company's operations in a specific area;
- undertaking a range of quality control duties;
- participating in stock control, ordering, purchasing and like activities associated with the testing and sampling operations;
- trials of testing functions and/or equipment for research and development purposes;
- calibration of instruments;
- ashing; and
- scoured wool testing.

(c) Promotional criteria

Promotion of an employee through the Wool Industry Worker Level 4 classification will be calculated as one-quarter of the difference between the entry point of the Wool Industry Worker Level 4 rate and the Wool Industry Worker Level 5 rate.

Progression is not automatic and is dependent on a position becoming available.

A.3.11 Wool Industry Worker Level 5 (Wool Testing)

(a) Prerequisites

Wool Industry Worker Level 4 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 4 the following skills/duties are required:

- understanding the operations of the company's testing and/or sampling functions.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- detailed knowledge of the company's testing and/or sampling functions;
- ability to plan, organise and supervise employees;
- ability to write reports on operations in the employee's work area; and
- ability to work effectively unsupervised.

A.3.12 Wool Industry Worker Level 1 (Skin and Hide Stores)

(a) Prerequisites

- basic interpersonal communication skills;
- basic literacy and numeracy skills.

(b) Skills/duties

- become familiar with company policies and procedures;
- responsible for quality of their own work subject to detailed direction;
- obtain knowledge and apply appropriate manual handling skills and/or testing or sampling skills;
- ability to work in a team environment and/or under routine supervision;
- ability to exercise discretion within the limits of skills and/or training; and
- ability to undertake duties in a safe and responsible manner.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- use of non-licensed material handling equipment;
- breaker out of certain specified bales for shipment or show purposes Brander postmarker wool for shipment;
- wool presser;

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- wool blending machine operation (not being a wool classer function);
- trottering or handling green skins and/or handling hides;
- curing of skins and/or hides;
- preparing skins and/or hides for classers;
- operator of a feeder of skin, hide or wool press whether mobile or fixed;
- cleaning/maintenance;
- ability to measure accurately using gauges and meters;
- allocating and retrieving goods from specific warehouse areas;
- periodic stock checks;
- storing and packing of goods and materials in accordance with appropriate procedures and/or regulations; and
- preparation and receipt of documentation including liaison with supplier.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.13 Wool Industry Worker Level 2 (Skin and Hide Stores)

(a) Prerequisites

Wool Industry Worker Level 1 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- understands and is responsible for quality control standards;
- advanced level of interpersonal and communications skills;
- keyboard skills;
- able to perform work required under minimal supervision; and
- ability to operate computerised inventory equipment (as required).

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- licensed operation of all appropriate material handling equipment;
- bale clerk;

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- trainee shipping officer;
- trainee classer; and
- wool classer trainee.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.14 Wool Industry Worker Level 3 (Skin and Hide Stores)

(a) Prerequisites

Wool Industry Worker Level 2 or equivalent

(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 2 the following skills/duties are required:

- appropriate licence to operate required materials handling equipment and/or container handling equipment and/or crane, with capacity rated greater than 20,000 kg (as required);
- knowledge of operation of fully automated core line operation;
- ability to operate computerised wool handling equipment (as required); and
- ability to perform a greater number of testing and sampling functions without direct supervision and to accept additional responsibilities.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- operation of tripak ashe press or any other similar automated dumping press;
- core and grab machine operator; and
- skin and hide classer.

(c) Promotional criteria

An employee remains at this level until they are capable of completing the tasks required of this level so as to enable them to be considered for promotion to the next level when a position becomes available.

A.3.15 Wool Industry Worker Level 4 (Skin and Hide Stores)

(a) Prerequisites

- Wool Industry Worker Level 3 or equivalent; and
- appropriate certification

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(b) Skills/duties

In addition to the skills/duties required of a Wool Industry Worker Level 3 the following skills/duties are required:

- ability to sort all types of wool to desired graded lines;
- ability to allocate bin types and calculate bin weights and percentages;
- responsible for sorting wool to industry quality control standards; and
- understanding of operation of a wool re-handling department.

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- liaising with management, customers and suppliers with respect to stores operation;
- maintaining control registers including invention control and being responsible for the preparation and reconciliation of regular reports on stock movements, despatches, etc;
- buyer and seller of skin, hides or wool (responsible for arrangement of shows and setting out products for potential outside buyers);
- wool classer;
- valuer of skins, hides and wool; and
- weighing, shipping or receiving a delivery officer.

Schedule B—Summary of Hourly Rates of Pay

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked.

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

B.1 Full-time and part-time employees

B.1.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Saturday		Sunday	Public holiday
		first 2 hours	after 2 hours		
		% of minimum hourly rate			
	100%	150%	200%	200%	250%
Wool Industry Worker	\$	\$	\$	\$	\$
Wool Storage—Level 1	19.95	29.93	39.90	39.90	49.88
Wool Testing—Level 1 (first 3 months)	19.95	29.93	39.90	39.90	49.88
Skin and Hide Stores—Level 1 (first 3 months)	19.95	29.93	39.90	39.90	49.88
Wool Testing—Level 1 (after 3 months)	20.34	30.51	40.68	40.68	50.85
Skin and Hide Stores—Level 1 (after 3 months)	20.34	30.51	40.68	40.68	50.85
Wool Storage—Level 2	20.74	31.11	41.48	41.48	51.85
Wool Testing—Level 2	20.74	31.11	41.48	41.48	51.85
Skin and Hide Stores—Level 1 (after 12 months)	20.74	31.11	41.48	41.48	51.85
Wool Storage—Level 3	21.04	31.56	42.08	42.08	52.60
Wool Testing—Level 3	21.04	31.56	42.08	42.08	52.60
Skin and Hide Stores—Level 2	21.04	31.56	42.08	42.08	52.60
Skin and Hide Stores—Level 3	22.02	33.03	44.04	44.04	55.05
Wool Testing—Level 4	22.04	33.06	44.08	44.08	55.10
Wool Storage—Level 4	22.04	33.06	44.08	44.08	55.10
Wool Storage—Level 5	22.70	34.05	45.40	45.40	56.75
Skin and Hide Stores—Level 4	22.89	34.34	45.78	45.78	57.23
Wool Testing—Level 5	22.89	34.34	45.78	45.78	57.23
Wool Storage—Level 6	23.79	35.69	47.58	47.58	59.48

Commented [FWC1]: Weekly rate ÷ 38 in cl 16.1.

Commented [FWC2]: Relevant percentage in cl 21.1.

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(a) Full-time and part-time employees—shiftworkers

	Ordinary hours	Afternoon & night shift	Permanent night shift
	% of minimum hourly rate		
	100%	115%	130%
Wool Industry Worker	\$	\$	\$
Wool Storage—Level 1	19.95	22.94	25.94
Wool Testing—Level 1 (first 3 months)	19.95	22.94	25.94
Skin and Hide Stores—Level 1 (first 3 months)	19.95	22.94	25.94
Wool Testing—Level 1 (after 3 months)	20.34	23.39	26.44
Skin and Hide Stores—Level 1 (after 3 months)	20.34	23.39	26.44
Wool Storage—Level 2	20.74	23.85	26.96
Wool Testing—Level 2	20.74	23.85	26.96
Skin and Hide Stores—Level 1 (after 12 months)	20.74	23.85	26.96
Wool Storage—Level 3	21.04	24.20	27.35
Wool Testing—Level 3	21.04	24.20	27.35
Skin and Hide Stores—Level 2	21.04	24.20	27.35
Skin and Hide Stores—Level 3	22.02	25.32	28.63
Wool Testing—Level 4	22.04	25.35	28.65
Wool Storage—Level 4	22.04	25.35	28.65
Wool Storage—Level 5	22.70	26.11	29.51
Skin and Hide Stores—Level 4	22.89	26.32	29.76
Wool Testing—Level 5	22.89	26.32	29.76
Wool Storage—Level 6	23.79	27.36	30.93

Commented [FWC3]: Weekly rate ÷ 38 in cl 16.1

Commented [FWC4]: Relevant percentage of + 15% or 30% in cl 22.2.

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B.1.2 Full-time and part-time employees—overtime

	Monday to 12 pm Saturday		Saturday after 12 pm	Sunday – all day	Public holiday	Continuous shiftworkers – all hours
	First 2 hours	After 2 hours				
	% of minimum hourly rate					
	150%	200%	200%	200%	250%	200%
Wool Industry Worker	\$	\$	\$	\$	\$	\$
Wool Storage—Level 1	29.93	39.90	39.90	39.90	49.88	39.90
Wool Testing—Level 1 (first 3 months)	29.93	39.90	39.90	39.90	49.88	39.90
Skin and Hide Stores— Level 1 (first 3 months)	29.93	39.90	39.90	39.90	49.88	39.90
Wool Testing—Level 1 (after 3 months)	30.51	40.68	40.68	40.68	50.85	40.68
Skin and Hide Stores— Level 1 (after 3 months)	30.51	40.68	40.68	40.68	50.85	40.68
Wool Storage—Level 2	31.11	41.48	41.48	41.48	51.85	41.48
Wool Testing—Level 2	31.11	41.48	41.48	41.48	51.85	41.48
Skin and Hide Stores— Level 1 (after 12 months)	31.11	41.48	41.48	41.48	51.85	41.48
Wool Storage—Level 3	31.56	42.08	42.08	42.08	52.60	42.08
Wool Testing—Level 3	31.56	42.08	42.08	42.08	52.60	42.08
Skin and Hide Stores— Level 2	31.56	42.08	42.08	42.08	52.60	42.08
Skin and Hide Stores— Level 3	33.03	44.04	44.04	44.04	55.05	44.04
Wool Testing—Level 4	33.06	44.08	44.08	44.08	55.10	44.08
Wool Storage—Level 4	33.06	44.08	44.08	44.08	55.10	44.08
Wool Storage—Level 5	34.05	45.40	45.40	45.40	56.75	45.40
Skin and Hide Stores— Level 4	34.34	45.78	45.78	45.78	57.23	45.78
Wool Testing—Level 5	34.34	45.78	45.78	45.78	57.23	45.78
Wool Storage—Level 6	35.69	47.58	47.58	47.58	59.48	47.58

Commented [FWC5]: Weekly rate ÷ 38 in cl 16.1.

Commented [FWC6]: Minimum hourly rate increases by relevant percentage in cl 20.1.

B.2 Casual employees

B.2.1 Casual employees—ordinary and penalty rates

	Ordinary hours	Saturday		Sunday	Public holiday
		First 2 hours	After 2 hours		
	% of minimum hourly rate				
	125%	175%	225%	225%	275%
Wool Industry Worker	\$	\$	\$	\$	\$
Wool Storage—Level 1	24.94	34.91	44.89	44.89	54.86
Wool Testing—Level 1 (first 3 months)	24.94	34.91	44.89	44.89	54.86
Skin and Hide Stores—Level 1 (first 3 months)	24.94	34.91	44.89	44.89	54.86
Wool Testing—Level 1 (after 3 months)	25.43	35.60	45.77	45.77	55.94
Skin and Hide Stores—Level 1 (after 3 months)	25.43	35.60	45.77	45.77	55.94
Wool Storage—Level 2	25.93	36.30	46.67	46.67	57.04
Wool Testing—Level 2	25.93	36.30	46.67	46.67	57.04
Skin and Hide Stores—Level 1 (after 12 months)	25.93	36.30	46.67	46.67	57.04
Wool Storage—Level 3	26.30	36.82	47.34	47.34	57.86
Wool Testing—Level 3	26.30	36.82	47.34	47.34	57.86
Skin and Hide Stores—Level 2	26.30	36.82	47.34	47.34	57.86
Skin and Hide Stores—Level 3	27.53	38.54	49.55	49.55	60.56
Wool Testing—Level 4	27.55	38.57	49.59	49.59	60.61
Wool Storage—Level 4	27.55	38.57	49.59	49.59	60.61
Wool Storage—Level 5	28.38	39.73	51.08	51.08	62.43
Skin and Hide Stores—Level 4	28.61	40.06	51.50	51.50	62.95
Wool Testing—Level 5	28.61	40.06	51.50	51.50	62.95
Wool Storage—Level 6	29.74	41.63	53.53	53.53	65.42

Commented [FWC7]: Minimum hourly rate + (25% casual loading + relevant percentage increase in cl 21.1).

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B.2.2 Casual employees—shiftworkers

	Ordinary hours	Afternoon & night shift	Permanent night shift
	% of minimum hourly rate		
	125%	140%	155%
Wool Industry Worker	\$	\$	\$
Wool Storage—Level 1	24.94	27.93	30.92
Wool Testing—Level 1 (first 3 months)	24.94	27.93	30.92
Skin and Hide Stores—Level 1 (first 3 months)	24.94	27.93	30.92
Wool Testing—Level 1 (after 3 months)	25.43	28.48	31.53
Skin and Hide Stores—Level 1 (after 3 months)	25.43	28.48	31.53
Wool Storage—Level 2	25.93	29.04	32.15
Wool Testing—Level 2	25.93	29.04	32.15
Skin and Hide Stores—Level 1 (after 12 months)	25.93	29.04	32.15
Wool Storage—Level 3	26.30	29.46	32.61
Wool Testing—Level 3	26.30	29.46	32.61
Skin and Hide Stores—Level 2	26.30	29.46	32.61
Skin and Hide Stores—Level 3	27.53	30.83	34.13
Wool Testing—Level 4	27.55	30.86	34.16
Wool Storage—Level 4	27.55	30.86	34.16
Wool Storage—Level 5	28.38	31.78	35.19
Skin and Hide Stores—Level 4	28.61	32.05	35.48
Wool Testing—Level 5	28.61	32.05	35.48
Wool Storage—Level 6	29.74	33.31	36.87

Commented [FWC8]: Minimum hourly rate + ((25% casual loading + relevant loading for shiftworkers (15% or 30%) in cl 22.2)).

Schedule C—Summary of Monetary Allowances

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

See clause 19—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in ~~Schedule G—Definitions (deleted) clause 2~~ Definitions as the minimum hourly rate for a Wool Industry Worker Level 2 (Skin and Hide Stores) employee in clause 16—Minimum rates = **\$20.42**

Allowance	Clause	% of standard rate \$20.42	\$ per week unless stated otherwise	Payable
Leading hand allowance	19.2(a)	230	46.97	per week
First aid allowance	19.2(b)	86	17.56	per week

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clause 19.3:

Allowance	Clause	\$	Payable
Meal allowance	19.3(a)	13.76 per occasion	per occasion

C.2.1 Adjustment of expense-related allowances

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.

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

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

Schedule D—Supported Wage System

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

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

D.2 In this schedule:

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

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

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

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

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

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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

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

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

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

D.9 Workplace adjustment

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

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

D.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

D.10.4 Work trials should include induction or training as appropriate to the job being trialled.

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__

Schedule H—Part-day Public Holidays

Schedule H amended in accordance with [2019] FWCFB 5145 at [52] (determination in draft form).

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

H.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

H.3H.4 This schedule is not intended to detract from or supplement the [NES](#).