Australian Business Lawyers & Advisors

# Employment Information Guide

**Australian Sign & Graphics Association**

Prepared August 2025
Reviewed July 2026

***Important notes:***

*The information contained in this Guide is general in nature and should expressly not be relied upon as legal advice. If you require legal advice in relation to your specific circumstances, please reach out to ASGA for support. No liability for loss or damage arising from reliance on any of the information contained in this Guide will be accepted.*

*The monetary amounts contained in this version are correct as at 1 July 2026*

# Employment Information Guide

## 1. WAGE SUMMARIES

### 1.1 Determining the appropriate Award

Modern Award coverage is a complex issue and is determined having regard to a range of factors, including the industry in which the employer operates and the qualifications / skills of a particular employee.

There is currently no authoritative Fair Work Commission decision regarding the coverage of signmakers *generally* under the Modern Awards system. This means that employees in a signmaking business will <u>likely</u> be covered by one of the following Awards, depending on a range of factors:

- Building and Construction General On-Site Award 2020 (Cth) [MA000020] (**Building Award**);
- Clerks - Private Sector Award 2020 (Cth) [MA000002] (**Clerks Award**);
- *Commercial Sales Award 2020* (Cth) [MA000083] (**Sales Award**);
- Graphic Arts, Printing and Publishing Award 2020 (Cth) [MA000026] (**Printing** Award);
- Joinery and Building Trades Award 2020 (Cth) [MA000029] (**Joinery Award**); and
- Manufacturing and Associated Industries and Occupations Award 2020 (Cth) [MA000010] (**Manufacturing Award**).

In determining Award coverage for signmakers, it is appropriate to consider the following questions:

(a) Are you (as an employer) primarily engaged* in the production or installation of signs for the shop fitting industry (which refers to the manufacture, installation, alteration and/or repair of shopfronts, showcases, partitions involving wrap around glazing, partitions and exhibitor's stands, and the installation or alteration of interior fittings and fixtures in or on buildings) or are the products you make principally constructed from wood or like product? If so, then your business is likely covered by the **Joinery Award**, which may in turn apply to your signmaking employees. If not:

(b) Is your employee a trade qualified or apprenticed 'signwriter'? If most of their time is spent* in the factory/signshop, then the appropriate award is likely the Joinery Award. If most of their time is spent* installing onsite, the employee may be covered by the Building Award. If not:

(c) Is the relevant employee primarily engaged* in the preparation, manufacturing, making or assembly of signs and posters in a factory or sign- shop fabricated in metals, plastics, rubber, laminates, polymers and perspex, engraving or where the signs involve electronic circuitry? If so, the employee may be covered by the Manufacturing Award. If not:

(d) Is the relevant employee primarily engaged* in traditional sign writing (i.e. can and brush) or the installation of signs on-site (ie. at a building site)? If so, the employee may be covered by the Building Award. If not:

(e) Is the relevant employee primarily engaged* in the creation of designs, concepts or layouts using a computer? If so, the employee may be covered under the Printing Award. If not:

(f) Is the relevant employee primarily engaged* in the sale of signs or signage solutions to businesses? If most of their time doing so is spent away from your premises (ie "on the road") then they may be covered by the Sales Award.

Clerical staff (including receptionists and accounts clerks) will likely be employed under the Clerks Award.

***To be considered to be primarily engaged in a task requires the employee to spend the majority of their time (over 50%) completing the task.**

**Please note**

The above advice is general in nature and should not be constitute legal advice for your specific circumstances. We recommend that you obtain advice from the ASGA, an employment lawyer or the Fair Work Ombudsman.

Ensuring you are applying the correct Modern Award is very important, as applying the incorrect Award may lead to unintentional underpayments (for which you can be prosecuted and fined). We also recommend that you download new copies of the Awards and check that you are applying them correctly from time to time, as they can be amended by the Fair Work Commission.

To minimise the impact of any potential problems arising from confusion over Award coverage, you may wish to consider negotiating an Enterprise Agreement. This will displace the Modern Award/s that may otherwise apply to the employees covered by the Enterprise Agreement.

You may also wish to implement individual employment agreements with Individual Flexibility Agreements (**IFA**).

Template employment agreements with IFAs for employees under the Clerks Award, Manufacturing Award, and the Sales Award can be obtained from the ASGA.

## 1.2 Determining an employee's correct classification level under the Awards

(a) **Joinery Award**

*Level 6 - Trade-Qualified Signwriter*

A 'Trade-Qualified Signwriter' is an employee who holds a trade certificate, Tradesperson's Rights Certificate, or has completed the required training or will have equivalent skills gained through work experience, and resultantly:

(i) understands and applies quality control techniques;

(ii) inspects products and/or materials for conformity with established operational standards;

(iii) exercises good interpersonal communication skills;

(iv) exercises discretion and utilises basic fault finding skills in the course of their work;

(v) works in a safe manner so as not to injure themselves or other employees;

(vi) performs work under limited supervision either individually or in a team environment;

(vii) conducts training in conjunction with a skilled trainer as required;

(viii) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.

*Level 3 or 4 - Non Trade-Qualified Signwriter: Non-Repetitive Work*

A 'Non Trade-Qualified Signmaker' – Non-Repetitive Work' employee will have completed the required training and have the skills as required in the levels below, but will be engaged in mainly non-repetitive work.

You should review the classification definitions at Schedule A of the Award prior to determining the level at which the employee should be classified, as it could be Level 3 or 4 (depending on the circumstances).

*Level 2 or 3 - Non Trade-Qualified Signwriter: Post-Induction Training*

A 'Non Trade-Qualified Signmaker' – Post Induction Training' employee will have completed the required training or will have equivalent skills gained through work experience, and:

(i) performs work as directed;

(ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;

(iii) works in a safe manner so as not to injure themselves or other employees;

(iv) understands and undertakes basic quality control/assurance procedures subject to supervision;

(v) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements; and

(vi) is engaged in mainly repetitive work.

You should review the classification definitions at Schedule A of the Award prior to determining the level at which the employee should be classified.

*Level 1 - Non Trade-Qualified Signwriter: Pre-Induction Training*

This will be the classification applicable to new starters in the industry whilst they are receiving induction training.

(b) **Building Award**

*CW/ECW 4 - Trade-Qualified Signwriter*

Under this Award, a 'Trade-Qualified Signwriter' is an employee who has completed specific training requirements, such as 3 appropriate modules towards an Advanced Certificate or Associate Diploma, or training which a registered provider (e.g. TAFE) has recognised as an equivalent to an accredited course. This employee would be classified as a Level CW4 employee under the Award.

Employees who do not hold these qualifications are 'Non-Trade Qualified Signwriters' and will be classified as a CW2 or CW1 employee under the Award. This level is split into four sub-levels (see further below).

(c) **Manufacturing Award**

*Trade-Qualified Employee (Level C10 Employee)*

A 'Trade-Qualified Employee' is an employee who holds a:

(i) Recognised Trade Certificate; or

(ii) Certificate III in Engineering—Mechanical Trade; or

(iii) Certificate III in Engineering—Fabrication Trade; or

(iv) Certificate III in Engineering—Electrical/Electronic Trade; or

(v) equivalent qualification; **AND**

is able to exercise the skills and knowledge of the trade so that the employee:

- understands and applies quality control techniques;
- exercises discretion within the scope of this classification level;
- performs work under limited supervision either individually or in a team environment;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work;
- performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training; and
- inspects products and/or materials for conformity with established operational standards.

For example, an employee who has trade qualifications as a fitter or turner would be able to use the skills learnt from this trade to perform the above skills, and thus would be considered a 'Trade-Qualified Employee'. A 'Trade-Qualified Employee' under this classification would likely be classified as a C10 employee under the Award.

In contrast, an employee who has unrelated trade qualifications, such as a baker, would not be considered a 'Trade-Qualified Employee' for the purpose of this Award.

**NOTE:** an employee who has many years of experience and the requisite ability can be classified as a C10 without having a relevant trade qualification if the classification is appropriate.

*Trade-Qualified Employee: With ability to exercise discretion and work under limited supervision (Level C9 Employee)*

A 'Trade-Qualified Employee' who has the ability to exercise discretion and work under limited supervision would satisfy the above requirements, however this would also be approximately 20% towards a Diploma of Engineering or equivalent. An employee under this classification would likely be classified as a C9 employee under the Award.

*Non-Trade Qualified Employee (Level C14, C13 or C12 Employee)*

A 'Non-Trade Qualified Employee' under the Award is one who does not have trade qualifications. In their initial stages of employment (i.e. only for the first 3 months) when they are only receiving in-house training, they may be classified a C14 under the Award. Having completed such training they may be classified as a C13 employee under the Award. Once they were only being subjected to routine supervision and are responsible for the quality of their own work will they be (potentially) classified as C12.

A 'Non-Trade Qualified Employee' can progress up the classifications depending on their years of experience and level of ability. A 'Non-Trade Qualified Employee' who has some industry experience would likely be classified as a C12 under the Award.

The Award also has separate rates of pay for "juniors" (see table in next section).

(d) **Printing Award**

*Trade-Qualified Employee*

A 'Trade-Qualified Employee' is likely to have completed a trade certificate, AQF Certificate Level III or equivalent training qualification, and is capable of:

(i) understanding the enterprise's production process and products, and administrative and organisational procedures as they relate to the work area;

(ii) providing informal on-the-job training to the level of their training and skill;

(iii) identifying quality variations of products and/or materials in the production process for conformity with established production standards, making adjustments to maintain quality standards;

(iv) having a working knowledge of routine and preventative maintenance procedures;

(v) solving straightforward problems based on set procedures or factual information;

(vi) operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill;

(vii) working under minimal supervision;

(viii) exercising discretion, work guided by general work processes and procedures;

(ix) being responsible for the work of others under their supervision;

(x) being a member of and understanding operating guidelines of a work group or team;

(xi) working to written instructions and working to and issuing verbal instructions; and

(xii) understanding and applying OH&S and safe working practices and environmental protection in their own work area.

Such an employee will likely be classified as a Level 5 employee under the Award.

*Trade-Qualified Employee: With skills beyond basic art and design*

In addition to the above skills and qualifications, a 'Trade-Qualified Employee' with skills beyond basic art and design is also likely to be capable of:

(i) having knowledge of problem-solving techniques and procedures in their own area;

(ii) exercising limited discretion, work guided by general work processes and procedures;

(iii) undertaking maintenance procedures;

(iv) participating in, developing and implementing appropriate OH&S and environmental protection practices in their area of work;

(v) participating in and contributing to work, group or team decision making, problem solving and team operation;

(vi) being responsible for the work of others under their supervision; and

(vii) working under minimal supervision.

Such an employee will likely be classified as a Level 6 employee under the Award.

*Non-Trade Qualified Employee*

A 'Non-Trade-Qualified Employee' will be one without a trade-qualification or equivalent experience. You should review the classification definitions at Schedule A of the Award to determine the level at which an employee should be classified

The Award also has separate rates of pay for "juniors" (see table in next section).

(e) **Sales Award**

*Commercial Traveller*

Employees who are employed "substantially away from the employer's place of business" and whose main tasks involve selling signs or signage solutions may be classified as 'Commercial Travellers' under the Sales Award. This will cover employees who are employed to be "on the road", attending trade shows, etc.

Employees in their first three months of employment will be classified as

'Probationary Travellers'.

The Award also has separate rates of pay for "juniors" (see table in next section).

(f) **Clerks Award**

Details of how to classify employees under this Award are found on page 18.

### 1.3 Wages – Joinery Award

*Note: pay increases arising from the Fair Work Commission's Annual Wage Review decision apply in the first full pay period after 1 July each year.*

| **Employee Category** | **Rate of Pay per Hour – 1 Jul 2023 to 30 Jun 2024** | **Rate of Pay per Hour – 1 Jul 2024 to 30 Jun 2025** | **Rate of Pay per Hour – 1 Jul 2025 to 30 Jun 2026** | **Rate of Pay per Hour – 1 Jul 2026 to 30 Jun 2027** |
|---|---|---|---|---|
| **Employees who commenced apprenticeship on or after 1 January 2014** | | | | |
| **Four Year Apprenticeship (did not complete year 12)** | | | | |
| 1st Year Apprentice of a 4 year Apprenticeship | $13.09 | $13.58 | $14.06 | $14.73 |
| 2nd Year Apprentice of a 4 year Apprenticeship | $15.71 | $16.30 | $16.87 | $17.67 |
| 3rd Year Apprentice of a 4 year Apprenticeship | $19.64 | $20.37 | $21.09 | $22.09 |
| 4th Year Apprentice of a 4 year Apprenticeship | $23.57 | $24.45 | $25.31 | $26.51 |

| | | | | |
|---|---|---|---|---|
| **Four Year Apprenticeship (did complete year 12)** | | | | |
| 1st Year Apprentice of a 4 year Apprenticeship | $14.40 | $14.94 | $15.46 | $16.20 |
| 2nd Year Apprentice of a 4 year Apprenticeship | $17.02 | $17.66 | $18.28 | $19.14 |
| 3rd Year Apprentice of a 4 year Apprenticeship | $19.64 | $20.38 | $21.09 | $22.09 |
| 4th Year Apprentice of a 4 Year Apprenticeship | $23.57 | $24.45 | $25.31 | $26.51 |
| **Three Year Apprenticeship** | | | | |
| 1st Year Apprentice of a 3 year Apprenticeship | $14.40 | $14.94 | $15.46 | $16.20 |
| 2nd Year Apprentice of a 3 year Apprenticeship | $19.64 | $20.37 | $21.09 | $22.09 |
| 3rd Year Apprentice of a 3 year Apprenticeship | $23.57 | $24.45 | $25.31 | $26.51 |
| **Adult Apprentice* – Four Year Apprenticeship** | | | | |
| 1st Year Apprentice of a 4 year Apprenticeship | $21.21 | $22.01 | $22.77 | $23.86 |
| 2nd Year Apprentice of a 4 year apprenticeship | $22.26 | $23.09 | $23.90 | $25.03 |
| 3rd Year Apprentice of a 4 year Apprenticeship | $23.04 | $23.91 | $24.74 | $25.92 |
| 4th Year Apprentice of a 4 year Apprenticeship | $24.61 | $25.54 | $26.43 | $27.68 |
| **Adult Apprentice* - Three Year Apprenticeship** | | | | |
| 1st Year Apprentice of a 3 year Apprenticeship | $21.73 | $22.55 | $23.34 | $24.44 |
| 2nd Year Apprentice of a 3 year Apprenticeship | $23.04 | $23.91 | $24.74 | $25.92 |
| 3rd Year Apprentice of a 3 year Apprenticeship | $24.61 | $25.54 | $26.43 | $27.68 |

| Non-Trade Qualified Employee (full-time or part-time) | | | | |
|---|---|---|---|---|
| Non-Trade Qualified Signmaker (Pre-Induction Training) – Level 1 | $22.61 | $23.46 | $24.28 | $25.74 |
| Non-Trade Qualified Signmaker (Post-Induction Training) - Level 2 | $23.23 | $24.10 | $24.95 | $26.44 |
| Non-Trade Qualified Signmaker (Non-Repetitive Work) – Level 3 | $24.08 | $24.98 | $25.85 | $27.08 |
| Non-Trade Qualified Signmaker (Non-Repetitive Work) – Level 4 | $24.87 | $25.80 | $26.70 | $27.97 |
| **Trade Qualified Employee (full-time or part-time)** | | | | |
| Trade Qualified Signmaker – Level 6 | $27.01 | $28.02 | $29.00 | $30.38 |

*An adult apprentice is one who commenced their apprenticeship at the age of 21 years or over. If they were working for you immediately beforehand their rate of pay cannot be reduced by starting the apprenticeship. Apprentice rates include Industry Allowance.

### Additional Payments (applicable to all employees):

| Award Condition | Rate – 1 Jul 2023 to 30 Jun 2024 | Rate – 1 Jul 2024 to 30 Jun 2025 | Rate – 1 Jul 2025 to 30 Jun 2026 | Rate – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| **Annual Leave Loading** | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave |
| **Industry Allowance (if payable)** | $37.28 per week or $0.98 per hour | $38.69 per week or $1.02 per hour | $39.90 per week or $1.05 per hour | $41.80 per week or $1.10 per hour |
| **Tool allowance** | $37.32 per week or $0.98 per hour | $38.67 per week or $1.02 per hour | $39.52 per week or $1.04 per hour | $41.04 per week or $1.08 per hour |
| **Motor Vehicle Allowance (for use of own vehicle) – only applies when doing glass or glazing work** | $0.95 per km | $0.98 per km | $0.98 per km | $1.00 per km |
| **Casual loading** | 25% on the ordinary hourly rate per hour | 25% on the ordinary hourly rate per hour | 25% on the ordinary hourly rate per hour | 25% on the ordinary hourly rate per hour |

*Tool Allowance*

Do you provide your employees with all the tools reasonably required to perform all of the employee's functions? If no, then the tool allowance must be paid. If yes, there is no obligation to pay the tool allowance. However, in this situation the employer must convey this decision in writing to the employee.

*Other Allowances*

There may be other allowances that apply to your employees in certain circumstances; please consult ASGA for further details.

## 1.4 Wages – Building Award

| Employee Category | Rate of Pay Per Hour – 1 Jul 2023 to 30 Jun 2024 | Rate of Pay Per Hour – 1 Jul 2024 to 30 Jun 2025 | Rate of Pay Per Hour – 1 Jul 2025 to 30 Jun 2026 | Rate of Pay Per Hour – 1 July 2026 to June 2027 |
|---|---|---|---|---|
| **Employees who commenced apprenticeship on or after 1 January 2014** | | | | |
| **Four Year Apprenticeship (did not complete year 12)**<br>***Apprentice - 4 years - Started after 1 Jan 2014 - General building and construction - not residential work - Glazier, painter or signwriter - Did NOT Complete Year 12. Rate of pay includes industry and tool allowances.*** | | | | |
| 1st Year Apprentice of a 4 year Apprenticeship | $14.90 | $15.46 | $16.00 | $16.49 |
| 2nd Year Apprentice of a 4 year Apprenticeship | $17.52 | $18.17 | $18.81 | $19.44 |
| 3rd Year Apprentice of a 4 year Apprenticeship | $21.45 | $22.25 | $23.03 | $23.85 |
| 4th Year Apprentice of a 4 year Apprenticeship | $25.37 | $26.32 | $27.24 | $28.27 |
| **Four Year Apprenticeship (DID complete year 12)**<br>***Apprentice - 4 years - Started after 1 Jan 2014 - General building and construction - not residential work - Glazier, painter or signwriter - DID Complete Year 12. Rate of pay includes industry and tool allowances.*** | | | | |
| 1st Year Apprentice of a 4 year Apprenticeship | $16.21 | $16.82 | $17.41 | $17.96 |
| 2nd Year Apprentice of a 4 year Apprenticeship | $18.83 | $19.53 | $20.21 | $20.91 |
| 3rd Year Apprentice of a 4 year Apprenticeship | $21.45 | $22.25 | $23.03 | $23.85 |
| 4th Year Apprentice of a 4 year Apprenticeship | $25.37 | $26.32 | $27.24 | $28.27 |
| **Three Year Apprenticeship**<br>***Apprentice - 3 years - General building and construction - not residential work - Glazier, painter or signwriter - Rate of pay includes industry and tool allowances.*** | | | | |

| | | | | |
|---|---|---|---|---|
| 1st Year Apprentice of a 3 year Apprenticeship | $16.21 | $16.82 | $17.41 | $17.96 |
| 2nd Year Apprentice of a 3 year Apprenticeship | $21.45 | $22.25 | $23.03 | $23.85 |
| 3rd Year Apprentice of a 3 year Apprenticeship | $25.37 | $26.32 | $27.24 | $28.27 |
| **Adult Apprentice*** <br> ***General building and construction - not residential work (All years/stages - Glazier, painter or signwriter) - Rate of pay includes industry and tool allowances.*** | | | | |
| All stages / years | $25.52 | $26.47 | $27.40 | $28.70 |
| *An adult apprentice is one who commenced their apprenticeship at the age of 21 years or over. If they were working for you immediately before-hand their rate of pay cannot be reduced by starting the apprenticeship. | | | | |
| **Non-Trade Qualified Signmaker (full time or part time)** <br> ***Weekly hire - full-time and part-time - General building and construction - not residential work. Rate of pay includes industry and tool allowances where applicable.*** | | | | |
| Upon commencement in the industry – Level 1(a) | $25.28 | $26.23 | $27.15 | $28.44 |
| After 3 months in the industry – Level 1(b) | $25.75 | $26.71 | $27.64 | $28.96 |
| After 12 months in the industry – Level 1(c) | $26.07 | $27.05 | $28.00 | $29.33 |
| Upon fulfilling the substantive requirements – Level 1(d) | $26.51 | $27.51 | $28.47 | $29.82 |
| **Trade Qualified Signmaker (full time or part time)** | | | | |
| Trade Qualified Signwriter – Level 4 | $28.81 | $29.90 | $30.94 | $32.41 |
| Trade Qualified Sign Installer – Level 4 | $28.81 | $29.90 | $30.94 | $32.41 |

## Additional Payments (applicable to all employees):

| Building Award Condition | Rate – 1 Jul 2023 to 30 Jun 2024 | Rate – 1 Jul 2024 to 30 Jun 2025 | Rate – 1 Jul 2025 to 30 Jun 2026 | Rate – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| Annual Leave Loading | 17.5% loading on the on the employees ordinary time hourly rate (as defined in the Building Award) during a period of annual leave | 17.5% loading on the on the employees ordinary time hourly rate (as defined in the Building Award) during a period of annual leave | 17.5% loading on the on the employees ordinary time hourly rate (as defined in the Building Award) during a period of annual leave | 17.5% loading on the on the employees ordinary time hourly rate (as defined in the Building Award) during a period of annual leave |
| Industry Allowance | The rates above include the industry allowance | The rates above include the industry allowance | The rates above include the industry allowance | The rates above include the industry allowance |
| Tool & Employee Protection Allowance | The rates above include compulsory tool | The rates above include compulsory tool | The rates above include compulsory tool | The rates above include compulsory tool |

| | | | | |
|---|---|---|---|---|
| | and employee protection allowance | and employee protection allowance | and employee protection allowance | and employee protection allowance |
| Travel Allowance | The Award has complicated provisions about when travel allowances are payable, please consult the ASGA. The Fares and Travel Patterns Allowance is generally $21.19 per day. | The Award has complicated provisions about when travel allowances are payable, please consult the ASGA. The Fares and Travel Patterns Allowance is generally $21.94 per day. | The Award has complicated provisions about when travel allowances are payable, please consult the ASGA. The Fares and Travel Patterns Allowance is generally $21.94 per day. | The Award has complicated provisions about when travel allowances are payable, please consult the ASGA. The Fares and Travel Patters Allowance is generally $22.41 per day. |
| Working with Requirement to use Rigging Certificate | An additional $0.84 per hour when employee is engaged on work requiring a scaffolding or rigging certificate. | An additional $0.87 per hour when employee is engaged on work requiring a scaffolding or rigging certificate. | An additional $0.90 per hour when employee is engaged on work requiring a scaffolding or rigging certificate. | An additional $0.94 per hour when employee is engaged on work requiring a scaffolding or rigging certificate. |
| Casual loading | 25% on the hourly rates for full-time and part-time employees | 25% on the hourly rates for full-time and part-time employees | 25% on the hourly rates for full-time and part-time employees | 25% on the hourly rates for full-time and part-time employees |

## 1.5 Wages – Manufacturing Award

| Employee Category | Rate of Pay Per Hour – 1 Jul 2023 to 30 Jun 2024 | Rate of Pay Per Hour – 1 Jul 2024 to 30 Jun 2025 | Rate of Pay Per Hour – 1 Jul 2025 to 30 Jun 2026 | Rate of Pay Per Hour – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| **Apprentices** | | | | |
| **Employees who commenced apprenticeship on or from 1 January 2014** | | | | |
| **1st Year Apprentice** | | | | |
| Not completed Year 12 | $13.09 | $13.58 | $14.06 | $14.73 |
| Completed Year 12 | $14.40 | $14.94 | $15.46 | $16.20 |
| Adult* | $20.95 | $21.73 | $22.49 | $23.56 |

| | | | | |
|---|---|---|---|---|
| **2nd Year Apprentice** | | | | |
| Not completed Year 12 | $15.71 | $16.30 | $16.87 | $17.67 |
| Completed Year 12 | $17.02 | $17.66 | $18.28 | $19.14 |
| Adult* | $22.61 | $23.46 | $24.28 | $25.74 |
| **3rd Year Apprentice** | | | | |
| Not completed Year 12 | $19.64 | $20.37 | $21.09 | $22.09 |
| Completed Year 12 | $19.64 | $20.37 | $21.09 | $22.09 |
| Adult* | $23.23 | $24.10 | $24.95 | $26.44 |
| **4th Year Apprentice** | | | | |
| Not completed Year 12 | $23.04 | $23.91 | $24.74 | $25.92 |
| Completed Year 12 | $24.08 | $24.98 | $25.85 | $27.08 |
| Adult* | $24.08 | $24.98 | $25.85 | $27.08 |
| **An adult apprentice is one who commenced their apprenticeship at the age of 21 years or over. If they were working for you immediately before-hand their rate of pay cannot be reduced by starting the apprenticeship.** | | | | |
| **Non-Trade Qualified Employee (full time or part time)** | | | | |
| Non-Trade Qualified: Pre-Induction Training - equivalent to C14 in the Manufacturing Award | $22.61 | $23.46 | $24.28 | $25.74 |
| Non-Trade Qualified: Post-Induction Training and undertaking in house training - equivalent to C13 in the Manufacturing Award | $23.23 | $24.10 | $24.95 | $26.44 |
| Non-Trade Qualified: With experience post in house training - equivalent to C12 in the Manufacturing Award | $24.08 | $24.98 | $25.85 | $27.08 |
| **Trade Qualified Employee (full time or part time)** | | | | |
| Trade Qualified: Equivalent to C10 in the Manufacturing Award | $26.18 | $27.17 | $28.12 | $29.45 |
| Trade Qualified: Equivalent to C9 in the Manufacturing Award<br>*Exercises discretion and some guidance befitting a more senior tradesperson* | $27.01 | $28.02 | $29.00 | $30.38 |

**Additional Payments (applicable to all employees):**

| Manufacturing Award Condition | Rate – 1 Jul 2023 to 30 Jun 2024 | Rate – 1 Jul 2024 to 30 Jun 2025 | Rate – 1 Jul 2025 to 30 Jun 2026 | Rate – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| Annual Leave Loading | 17.5% loading on the wages and allowances they would have received during a period of annual leave | 17.5% loading on the wages and allowances they would have received during a period of annual leave | 17.5% loading on the wages and allowances they would have received during a period of annual leave | 17.5% loading on the wages and allowances they would have received during a period of annual leave |
| Tool Allowance (note: apprentice tool allowance is calculated having regard to the % at clause 21.6 of the Award) | Tradesperson: $0.46 per hour | Tradesperson: $0.47 per hour | Tradesperson: $0.47 per hour | Tradesperson: $0.47 per hour |
| Vehicle Allowance | $0.95 p/km | $0.98 p/km | $0.98 p/km | $1.00 per km |
| Casual loading | 25% of the ordinary hourly rate | 25% of the ordinary hourly rate | 25% of the ordinary hourly rate | 25% of the ordinary hourly rate |

*Tool Allowance*

The Tool Allowance will not be payable if the employer reaches an agreement with the employee to provide all tools reasonably required to perform all of the employee's functions.

*Vehicle Allowance*

The Vehicle Allowance is payable to an employee who reaches agreement with their employer to use their own motor vehicle on the employer's business.

*Travel Allowance*

If an employee is required to start and/or finish work at a job away from the employer's usual workplace, the employee must be paid travelling time for all time reasonably *spent* by the employee reaching and/or returning from the job which is in excess of the time normally spent by the employee in travelling between the employee's usual residence and the employee's usual workplace.

The employee will also be entitled to any travel fares reasonably incurred by the employee. Also note, the rate of pay for travelling time is ordinary time and on Sundays and public holidays is time and a half.

*Other Allowances*

There may be other allowances that apply to your employees in certain circumstances, please consult ASGA for further details.

## 1.6 Wages – Printing Award

| Employee Category | Rate of Pay Per Hour – 1 Jul 2023 to 30 Jun 2024 | Rate of Pay Per Hour – 1 Jul 2024 to 30 Jun 2025 | Rate of Pay Per Hour – 1 Jul 2024 to 30 Jun 2025 | Rate of Pay Per Hour – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| **Apprenticeship** | | | | |
| **Employees who commenced apprenticeship on or after 1 January 2014** | | | | |
| **1st Year Apprentice** | | | | |
| Not completed Year 12 | $13.09 | $13.59 | $14.06 | $14.73 |
| Completed Year 12 | $14.40 | $14.94 | $15.47 | $16.20 |
| Adult | $22.61 | $23.46 | $24.28 | $25.74 |
| **2nd Year Apprentice** | | | | |
| Not completed Year 12 | $15.71 | $16.30 | $16.87 | $17.67 |
| Completed Year 12 | $17.02 | $17.66 | $18.28 | $19.14 |
| Adult | $22.78 | $23.64 | $24.47 | $25.74 |
| **3rd Year Apprentice** | | | | |
| Not completed Year 12 | $18.98 | $19.70 | $20.39 | $21.35 |
| Completed Year 12 | $18.98 | $19.70 | $20.39 | $21.35 |
| Adult | $24.09 | $25.00 | $25.87 | $27.09 |
| **4th Year Apprentice** | | | | |
| Not completed Year 12 | $22.91 | $23.77 | $24.61 | $25.77 |
| Completed Year 12 | $22.91 | $23.77 | $24.61 | $25.77 |
| Adult | $26.18 | $27.17 | $28.12 | $29.45 |
| **Junior artist and/or designer under 20 years old) full-time or part-time** | | | | |
| 20 years old | $21.76 | $22.58 | $23.36 | $24.47 |
| 19 years old | $18.03 | $18.71 | $19.36 | $20.28 |
| 18 years old | $14.92 | $15.48 | $16.02 | $16.78 |
| 17 years old | $11.81 | $12.26 | $12.69 | $13.29 |
| 16 years old | $9.33 | $9.68 | $10.02 | $10.49 |
| Under 16 years old | $9.33 | $9.68 | $10.02 | $10.49 |

| Non-Trade Qualified Employee (full time or part time) | | | | |
|---|---|---|---|---|
| Non-Trade Qualified (Pre-Induction Training): Level 1 | $22.61 | $23.46 | $24.28 | $25.74 |
| Non-Trade Qualified (Post-38 Hours of Induction Training): Level 2 | $23.23 | $24.10 | $24.95 | $26.44 |
| Non-Trade Qualified (Pre-Induction Training): Level 1 | $22.61 | $23.46 | $24.28 | $25.74 |
| **Trade Qualified Employee (full time or part time)** | | | | |
| Trade Qualified: Level 5 | $24.76 | $27.17 | $28.12 | $29.45 |
| Trade Qualified: With skills beyond basic art & design – Level 6 | $25.54 | $28.02 | $29.00 | $30.38 |

**Additional Payments (applicable to all employees):**

| Printing Award Condition | Rate – 1 Jul 2023 to 30 Jun 2024 | Rate – 1 Jul 2024 to 30 Jun 2025 | Rate – 1 Jul 2025 to 30 Jun 2026 | Rate – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| Annual Leave Loading | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave |
| Casual loading | 25% loading on the hourly rates for full- time and part-time employees above | 25% loading on the hourly rates for full- time and part-time employees above | 25% loading on the hourly rates for full-time and part-time employees above | 25% loading on the hourly rates for full-time and part-time employees above |

*Other Allowances*

There may be other allowances that apply to your employees in certain circumstances, please consult ASGA for further details.

## 1.7 Wages – Commercial Sales Award

| Employee Category | Rate of Pay Per Hour – 1 Jul 2023 to 30 Jun 2024 | Rate of Pay Per Hour – 1 Jul 2024 to 30 Jun 2025 | Rate of Pay Per Hour – 1 Jul 2025 to 30 Jun 2026 | Rate of Pay Per Hour – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| **Adult minimum wage (full time or part time)** | | | | |
| Probationary Traveller | $23.64 | $24.53 | $25.39 | $26.59 |
| Commercial Traveller | $26.27 | $27.26 | $28.21 | $29.55 |
| **Junior minimum wage (full time or part time) – calculated from the commercial traveller rate** | | | | |
| 18 years or under | $17.73 | $18.40 | $19.04 | $19.95 |
| 19 years | $21.02 | $21.81 | $22.57 | $23.64 |
| 20 years | $23.64 | $24.53 | $25.39 | $26.60 |

**Additional Payments (applicable to all employees):**

| Sales Award Condition | Rate – 1 Jul 2023 to 30 Jun 2024 | Rate – 1 Jul 2024 to 30 Jun 2025 | Rate – 1 Jul 2025 to 30 Jun 2026 | |
|---|---|---|---|---|
| Annual Leave Loading | 17.5% loading on their normal wages, or their average commission over the last 12 months, whichever is greater | 17.5% loading on their normal wages, or their average commission over the last 12 months, whichever is greater | 17.5% loading on their normal wages, or their average commission over the last 12 months, whichever is greater | 17.5% loading on their normal wages, or their average commission over the last 12 months, whichever is greater |
| Casual loading | 25% loading on the minimum hourly rate | 25% loading on the minimum hourly rate | 25% loading on the minimum hourly rate | 25% loading on the minimum hourly rate |
| Living Away From Home Allowance | $81.59 per week | $81.59 per week | $81.59 per week | $83.79 per week |
| Vehicle Allowance | $0.95 per kilometre, for use of the employee's own motor car; and $0.32 per kilometre for use of the employee's own | $0.98 per kilometre, for use of the employee's own motor car; and $0.33 per kilometre for use of the employee's own motorcycle. | $0.98 per kilometre, for use of the employee's own motor car; and $0.33 per kilometre for use of the employee's own motorcycle. | $1.00 per kilometre, for use of the employee's own motor car; and $0.34 per kilometre for use of the employee's own motorcycle. |
| Weekend Allowance | $64.80 for any weekend | $64.80 for any weekend | $64.80 for any weekend | $66.55 for any weekend |

*Weekend allowance*

An additional allowance will be paid to an employee required by the employer to be away from home or headquarters for any weekend.

*Telephone allowance*

Where an employee does not have a telephone, modem or broadband connection and, at the written request of the employer, the employee is required to have such equipment, the employer must reimburse the reasonable cost of purchase, installation and rental.

Where an employee makes telephone calls in connection with the business on the employee's private telephone at the direction of the employer, the employer must reimburse the reasonable cost of such calls. The employer may request details of all such calls claimed by the employee.

*Living away from home allowance*

An employee required to remain away from their usual place of residence for two or more consecutive nights in any one week, Monday to Sunday inclusive, in servicing the employee's allocated area will be paid an additional weekly allowance.

*Training program*

An employee required by the employer to undertake any course of instruction or training will have all fees and expenses reimbursed by the employer.

*Vehicle allowance*

An employee required by the employer to use the employee's motor vehicle in the performance of the employee's duties will be paid a per kilometre allowance.

*Modification to the vehicle reimbursement*

Where the employer requires the employee to alter or modify the employee's own vehicle, the employer will reimburse to the employee the full cost of such alterations or modifications.

*Other Allowances*

There may be other allowances that apply to your employees in certain circumstances, please consult ASGA for further details.

## 1.8 Wages – Clerks Award

| Employee Category | Rate of Pay Per Hour – 1 Jul 2023 to 30 Jun 2024 | Rate of Pay Per Hour – 1 Jul 2024 to 30 Jun 2025 | Rate of Pay Per Hour – 1 Jul 2025 to 30 Jun 2026 | Rate of Pay Per Hour – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| **Receptionists/Admin (full time and part time)** | | | | |
| **Level 1:** *Limited Relevant Experience. Work performed under close direction using established practices, procedures and instructions.* | | | | |
| Year 1 | $23.97 | $24.87 | $25.74 | $26.97 |
| Year 2 | $25.11 | $26.05 | $26.96 | $28.24 |
| Year 3 | $25.88 | $26.85 | $27.79 | $29.11 |
| **Level 2:** *Sufficient Experience. Work under general direction. Employee should be responsible and accountable for their own work and should have the ability to exercise limited judgement and initiative.* | | | | |
| Year 1 | $26.18 | $27.17 | $28.12 | $29.45 |
| Year 2 | $26.67 | $27.67 | $28.64 | $30.00 |
| **Receptionists/Admin (full time and part time)** | | | | |
| **Level 3:**<br>Employees will only require general guidance or direction and will be capable of providing limited imitative, discretion and judgement.<br>*Tasks include: the preparation of cash payment summaries, bank reports and statements, wage and salary records and posting journals to ledgers.* | $27.66 | $28.69 | $29.70 | $31.11 |
| **Level 4:**<br>Employees will only require limited guidance and will have industry- specific knowledge sufficient for them to give advice and/or information to the organisation and clients.<br>*Tasks will include: the ability to prepare financial/tax schedules, calculate costings and/or wage salary requirements, completing personnel/payroll data for authorisation and reconciliation of accounts to balance.* | $29.04 | $30.13 | $31.19 | $32.67 |
| **Level 5:**<br>Employees will only require limited guidance and will have industry- specific knowledge sufficient for them to give advice and/or information to the organisation and clients.<br>*Tasks will include: providing reports for management with regards to accounts/financial matters and the administering of individual executive salary packages and the salary and payroll requirements of the organisation.* | $30.22 | $31.36 | $32.45 | $33.99 |

| Juniors under 20 years old) full-time or part-time | | | |
|---|---|---|---|
| 20 years old | 90% of the appropriate rate above | 90% of the appropriate rate above | 90% of the appropriate rate above |
| 19 years old | 80% of the appropriate rate above | 80% of the appropriate rate above | 80% of the appropriate rate above |
| 18 years old | 70% of the appropriate rate above | 70% of the appropriate rate above | 70% of the appropriate rate above |
| 17 years old | 60% of the appropriate rate above | 60% of the appropriate rate above | 60% of the appropriate rate above |
| 16 years old | 50% of the appropriate rate above | 50% of the appropriate rate above | 50% of the appropriate rate above |
| Under 16 years old | 45% of the appropriate rate above | 45% of the appropriate rate above | 45% of the appropriate rate above |

## Additional Payments (applicable to all employees):

| Clerks Award Condition | Rate – 1 Jul 2023 to 30 2024 | Rate – 1 Jul 2024 to 30 2025 | Rate – 1 Jul 2025 to 30 Jun 2026 | Rate – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| Annual Leave Loading | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave | 17.5% loading on the wages and allowances during a period of annual leave |
| Laundry Allowance (Clothing & Footwear)<br><br>If the employee is required to launder the uniform that pay the employee an allowance of: | (i) $3.55 each week for a full-time employee; or<br><br>(ii) $0.71 each shift for a part-time or casual employee | (i) $3.55 each week for a full-time employee; or<br><br>(ii) $0.71 each shift for a part-time or casual employee | (i) $3.55 each week for a full-time employee; or<br><br>(ii) $0.71 each shift for a part-time or casual employee | (i) $3.64 each week for a full-time employee; or<br><br>(ii) $0.73 each shift for a part-time or casual employee |

*Potential Additional Allowances*

**Vehicle Allowance**

An employee required by the employer to use the employee's motor vehicle in the performance of the employee's duties will be paid a per kilometre allowance.

The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.

| Clerks Award Condition | Rate – 1 Jul 2022 to 30 Jun 2023 | Rate – 1 Jul 2023 to 30 Jun 2024 | Rate – 1 Jul 2025 to 30 Jun 2026 | Rate – 1 Jul 2026 to 30 Jun 2027 |
|---|---|---|---|---|
| | 1. $0.95 per kilometre, for use of the employee's own motor car, with a maximum payment as for 400km per week; and<br>2. $0.32 per kilometre for use of the employee's own motorcycle, with a maximum payment as for 400km per week. | 1. $0.98 per kilometre, for use of the employee's own motor car, with a maximum payment as for 400km per week; and<br>2. $0.33 per kilometre for use of the employee's own motorcycle, with a maximum payment as for 400km per week. | 1. $0.98 per kilometre, for use of the employee's own motor car, with a maximum payment as for 400km per week; and<br>2. $0.33 per kilometre for use of the employee's own motorcycle, with a maximum payment as for 400km per week. | 1. $1.00 per kilometre, for use of the employee's own motor car, with a maximum payment as for 400km per week; and<br>2. $0.34 per kilometre for use of the employee's own motorcycle, with a maximum payment as for 400km per week. |

*Other Allowances*

There may be other allowances that apply to your employees in certain circumstances, please consult ASGA for further details.

## 2. LONG SERVICE LEAVE

### 2.1 Introduction

Long service leave is an entitlement for employees that recognises a lengthy period of service. The Fair Work Act 2009 (Cth) (**FW Act**) states employees may be entitled to long service leave under enterprise agreements and awards, but for most employees, state-based legislation prescribes the entitlement.

Employers should keep a record of employees' long service leave entitlements as monetary penalties can be imposed for failure to do so.

In most cases, the legislation expects that employees will take long service leave in one period; however, employees can take that leave in several different periods by agreement with their employer.

**NOTE:** In the event of an employee's death there may be particular requirements concerning the payment of long service leave.

Employees in the building and construction industry (i.e. including those covered by the Building Award) may be part of a construction industry portable long service leave scheme.

### 2.2 Where does the entitlement to long service leave come from?

The following relevant industry awards do not confer long service leave entitlements:

(a) Building Award;

(b) Clerks Award;

(c) Joinery Award;

(d) Manufacturing Award; and

(e) Printing Award.

As such, employees' entitlements to long service leave will arise from state /territory legislation. The following pieces of legislation govern long service leave:

(a) New South Wales - *Long Service Leave Act* 1955 (NSW);

(b) Australia Capital Territory - *Long Service Leave Act 1976* (ACT);

(c) Queensland - *Industrial Relations Act 2016* (QLD);

(d) Victoria - *Long Service Leave Act 2018* (VIC);

(e) South Australia - *Long Service Leave Act 1987* (SA);

(f) Western Australia - *Long Service Leave Act 1958* (WA);

(g) Northern Territory - *Long Service Leave Act 1981* (NT)

(h) Tasmania – *Long Service leave Act 1976* (TAS).

## 2.3 How much long service leave are employees entitled to?

There are different minimum periods of employment which will entitle employees to either take or be paid out for their accrued long service leave. An employee who has been employed for the relevant continuous period will be entitled to long service leave of a certain number of weeks per year of service.

**NOTE:** casual employees can be entitled to long service leave.

(a) **New South Wales**

In the normal course an employee will be entitled to take long service leave after 10 years of service. After 10 years of service an employee in entitled to 2 months of long service leave. Each additional 5-year period entitles the employee to one additional month.

An employee whose employment ceases after 10 years for any reason must be paid out their accrued but untaken long service leave.

Employees who have a period of service of 5 years or more may be entitled to be paid out for their accrued long service leave upon termination. An employee whose employment ceases after 5 years (but before 10 years of service is attained) will be entitled to be paid out their accrued long service leave if:

(i) their services are terminated by the employer for any reason OTHER than the employee's serious and willful misconduct, or

(ii) the employee resigns on account of illness, incapacity or domestic or other pressing necessity, or

(iii) the employment ceases by reason of the death of the employee.

Long service leave is paid at the ordinary pay of the employee. Ordinary pay does not include shift or penalty rates, but does include work-related allowances (site allowance, leading hand allowance etc) and may include bonuses received by the employee (where applicable).

Employees who have fixed hours are paid at the greater of either their current pay or their average weekly pay in the 5 years prior to taking or being paid out long service leave.

There are different rules for employees who work fluctuating hours each week.

Payment for long service leave cannot be made in lieu of taking long service leave, except upon termination of employment.

Casual employees can accrue long service leave in NSW.

(b) **Australia Capital Territory**

An employee who has completed 7 years or more continuous service with a single employer is entitled to long service leave of. The long service leave is accumulated at a rate of 1/5 of a month's leave for each year of service, equaling 6.0667 weeks of paid leave after 7 years.

Where a person has completed 5 years of service, they may be entitled to be paid out their long service leave on a pro rata basis if:

(i) their employment ceased due to illness, incapacity, or a domestic or other pressing necessity; or

(ii) the employee reached the minimum retiring age;

(iii) the employee dies; or

(iv) the employment is terminated by the employer for a reason other than the employee's serious and wilful misconduct.

Long service leave is paid at the employee's ordinary remuneration, which does not include overtime, penalty rates and allowances.

**NOTE:** The rate of pay upon which long service leave is calculated includes commission payments.

Casual employees may also be entitled to accrue long service leave in the ACT.

(c) **Queensland**

An employee with 10 years of service is entitled to long service leave of 8.6667 weeks paid long service leave. Every additional 5 year period of employment attracts a proportional entitlement of 4.3333 weeks.

Payment for long service leave is calculated using the ordinary rate being paid to the employee before the leave is taken. If an employee is receiving a higher rate of pay before they take the leave, then the employer must pay them at that higher rate.

If the employee has completed at least 7 years but not 10 years of continuous service they will be entitled to a proportionate payment long service leave if:

(i) The employment ceases because of the death of the employee;

(ii) The employee terminates their service because of either illness, incapacity, or a domestic or other pressing necessity to justify the termination; or

(iii) The employer terminates the employee's employment for a reason other than their conduct, capacity or performance;

(iv) The employer terminates the employment and unfairly dismisses the employee;

(v) The employee reaches the minimum retiring age; or

(vi) The employer terminates the employment because of the employee's illness (which includes injury, incapacity or other medical condition).

**NOTE:** the Queensland legislation provides for casual and seasonal employees to accrue long service leave.

(d) **Victoria**

After completing 7 years of continuous employment, an employee is entitled to 1 week for each 60 weeks of employment, which equals approximately 0.866 weeks per year, or to be paid out their accrued leave on termination (for any reason).

Long service leave is paid based on the entitlement at the rate of the employee's ordinary pay. That is, the ordinary pay received for the normal hours they would work at their ordinary time rate of pay. This includes any board or lodging the employee receives.

If the employee does not have an ordinary time rate of pay under an agreement then it is the average weekly rate earned prior to taking the leave, in the last 12 months or 5 years, whichever is greater. If the employee does not have normal weekly hours fixed by an agreement the Act prescribes formulas to be used to calculate normal weekly hours.

**NOTE:** the Victorian legislation provides for casual, fixed term and seasonal employees to accrue long service leave in certain circumstances.

(e) **South Australia**

Employees are entitled to long service leave if they have 10 years or more of service. An employee is entitled to 13 weeks of long service leave for the first

10 years of service and 1.3 weeks for each subsequent year of service.

If an employee has competed 7 years of service, they may be entitled to long service leave if their employment is terminated, and:

(i) the termination does not occur due to serious and wilful misconduct or

(ii) the contract of service is not unlawfully terminated by the worker (such as failure to give the required period of notice).

An employee's long service leave is calculated on their ordinary weekly rate of pay, which is exclusive of overtime, shift loadings or penalty rates. However, over award payment for ordinary hours will be included, as will payment for where an employee is normally provided accommodation by their employer (and this does not continue during the period of leave).

**NOTE:** a casual employee may be entitled to long service leave.

(f) **Western Australia**

An employee becomes entitled to long service leave after 10 years of service. 10 years of service will entitle an employee to 8.667 weeks of long service leave. Every additional 5 years of service entitles an employee to 4.333 weeks of long service leave.

Employees are entitled to a proportionate amount of long service leave upon termination after 7 years of employment.

Payment for long service leave is calculated on ordinary pay, that is, the ordinary pay the employee would have received had they worked that period. If an employee does not work regular hours their average hours over the period of employment will be used.

**NOTE:** Casual employees may be entitled to long service leave.

(g) **Northern Territory**

An employee who has been continuously employed for a period of 10 years or more is entitled to 1.3 weeks of long service leave per year of service.

If an employee's employment is terminated on account of serious misconduct and has completed 10 years of service is entitled to payment in lieu of long service leave in the following way:

(i) If they have completed 10 - 15 years service they are entitled to 10 years long service.

(ii) If they have completed over 15 years service they are only entitled to long service leave in 5 year blocks.

If an employee has 7 years' service, they are entitled to be paid out their long service leave if they cease to be an employee (other than due to death):

(iii) On or after attaining the age they can take retirement

(iv) On termination of employment by the employer for a reason other than serious misconduct

(v) On account of illness, incapacity or domestic or other pressing necessity which justifies their ceasing employment.

Payment for long service leave includes over-award payments, some allowances and bonuses, but not overtime, penalty rates and other types of allowances.

**NOTE:** casual employees are entitled to long service leave; their entitlements are based on averaged hours.

(h) **Tasmania**

An employee who has completed 10 years of continuous employment is entitled to 8.667 weeks long service leave. Employees are entitled to an additional 4.333 weeks of long service leave for every additional 5 years of continuous employment.

An employee who has completed 7-10 years of continuous service is entitled to proportionate long service leave if:

(i) they reach the age for retirement or dies; or

(ii) their employment ceases on account of illness that justifies termination; or

(iii) the employee terminates the employment due to incapacity or domestic responsibilities or something else which justifies the termination; or

(iv) the employment is terminated by the employer other than for the employee's serious and wilful misconduct (i.e. on account of redundancy).

Long service leave is paid at the ordinary pay of that employee. Ordinary pay includes shift penalties, casual loading and all-purpose allowances.

## 2.4 Cashing out long service leave

In some circumstances long service leave can be cashed out, however this cannot be done in all states. You should seek advice from ASGA on cashing out long service leave.

## 2.5 Online assistance for calculating long service leave

(a) **New South Wales**

Long service leave can be worked out on a pro rata basis via the New South Wales Government Industrial Relations website:

https://www.industrialrelations.nsw.gov.au/employers/nsw-employer- essentials/long-service-leave-calculator/

(b) **Queensland**

The Queensland Governments Business Queensland website contains some helpful tables for calculating long service leave:https://www.business.qld.gov.au/running-business/employing/legal- obligations/long-service-leave/entitlements

(c) **Victoria**

The Victorian Government provides a helpful online long service leave calculator:

https://www.vic.gov.au/comprehensive-guide-victorian-long-service-leave-act-2018/calculating-long-service-leave

(d) **Western Australia**

There is a helpful Western Australia Government calculator:

https://www.wa.gov.au/service/employment/employment-and-industrial-relations-matters/wa-long-service-leave-calculator

### 2.6 Portable Long Service Leave Schemes

Those employees who are covered by the Building Award and carry out work on construction sites may have access to the portable long service leave scheme for their state.

These schemes operate separately from employer payments and are supported by levies on construction projects. If an employee works on construction sites, you should enquire whether your employee is eligible and if so, register them for the scheme of your state.

## 3. ANNUAL LEAVE

Employees other than casual employees are entitled to annual leave under the FW Act. Most employees will be entitled to 4 weeks of paid annual leave for each year of service.

The entitlement to annual leave accrues year to year throughout an employee's period of service.

**NOTE:** A part time employee's entitlement to annual leave will be pro rata.

The Fair Work Ombudsman has a handy Leave Calculator which can calculate an employee's annual leave:

https://calculate.fairwork.gov.au/Leave

### 3.1 Taking Annual Leave

Paid annual leave is taken when agreed between the employer and employee. However, an employer must not be unreasonable in refusing any request by an employee to take paid annual leave.

**NOTE:** if an employee is on paid annual leave and there is a public holiday during that period then the employee should not be on paid annual leave for that public holiday day.

Generally, payment when an employee takes annual leave is calculated with reference to their base rate of pay for their ordinary hours of work during the leave period. However, you should check your applicable Modern Awards for any special payment calculation rules.

An employer can require an employee to take a period of paid annual leave if the requirement is reasonable. For instance:

(a) During a period in which the employer's business shuts down (for example the Christmas New Year holiday period, provided any applicable period of notice prescribed by the Modern Award/s is provided); or

(b) If the employee has accrued an excessive amount of paid annual leave, and the employer and employee cannot reach agreement about the taking of leave.

**NOTE:** an employer and employee can agree to an employee talking paid annual leave before it accrues.

### 3.2 Cashing out annual leave

An employee and employer may agree to the employee cashing out of some of their accrued paid annual leave. Such an agreement must be in writing. An employee must not be left with less than 4 weeks annual leave after the cashing out. The employer must pay the employer the full amount they would have been entitled to had they taken the paid annual leave.

**NOTE:** Modern Awards may contain specific arrangements for cashing out, so you should always check.

### 3.3 Shift workers

An employee who is identified as a shift worker by their Modern Award or enterprise agreement may be entitled to 5 weeks of paid annual leave. If no such document classifies the employee as a shift worker, they may still be entitled to 5 weeks paid annual leave if:

(a) They are employed in an enterprise in which shifts are continuously rostered 24 hours a day 7 days a week; and

(b) The employee is regularly rostered to work those shifts; and

(c) They regularly work on Sundays and public holidays; or

(d) The employee is covered by a class of employees prescribed as shift workers by the regulations.

### 3.4 Summary of Relevant Industry Award Provisions

**NOTE**: Annual leave has been discussed in the wage summaries section above.

(a) **Clerks Award**

*Annual leave loading*

When an employee takes a period of annual leave, annual leave loading of 17.5% is payable on the rate of pay they receive. The loading rate is different if the employee would have worked on the weekend, in which case they receive the greater loading rate.

*Shift workers*

Shift workers receive the 17.5% loading or their shift loadings, whichever are greater.

**NOTE:** Annual leave can be taken under this award in advance of its accrual.

(b) **Printing Award**

*Convert annual leave entitlements to an hourly rate*

This award provides that an employer may reach an agreement with the majority of employees to convert the annual leave entitlements in the National Employment Standards to an hourly entitlement for administrative ease.

*Shift worker*

The award defines a shift worker as someone who is a 7-day shift worker who regularly rostered on Sunday and public holidays.

*Calculation of annual leave pay*

This award states that employee will not be paid annual leave at the base rate of pay but rather on the wages they would have received in respect of their ordinary hours if they had been at work, including first aid and inserting allowances, loadings and any other wages payable under the employee's contract of employment including any over award payment and, if applicable, higher duties payment.

*Annual leave loading*

Employees on annual leave receive annual leave loading of 17.5% on their wages for their ordinary hours. Shiftworkers are paid either 17.5% loading or the shift loading including weekend penalty rates they would have received, whichever is the greater.

*Termination*

When annual leave entitlements are paid out upon termination of employment the leave must be paid at the same rate it would have been paid at if taken by the employee (i.e. not at the base rate but the wages the employee would have been paid for working the same number of ordinary hours).

**NOTE:** Annual leave can be taken before its accrual by agreement under this award.

(c) **Joinery Award**

*Calculating annual leave pay*

Annual leave under this award is not calculated using the base rate of pay but rather the wages an employee would have received in respect of their ordinary hours. That includes applicable allowances, loadings and penalties paid for all purposes of the award, first aid allowance, if applicable, and any other wages payable under the employee's contract of employment including any over award payment.

Annual leave paid out on termination is also paid out at this rate.

An employee is entitled to 17.5% leave loading on the minimum wage, loading and allowances.

**NOTE:** Employees can also take annual leave before its accrual by agreement.

(d) **Manufacturing Award**

*Convert annual leave entitlements to an hourly rate*

This award provides for an employer to reach agreement with the majority of employees to convert the annual leave entitlement to an hourly entitlement for administrative ease.

*Shift worker*

A shift worker, defined as a 7-day shift worker who is regularly rostered to work on Sundays and public holidays.

*Annual leave loading*

Employees are also entitled to annual leave loading of 17.5% of the wages they would have received if they had worked. Shift workers receive their normal loadings or the annual leave loading, whichever is greater.

*Transfer of business*

This award provides that if the business is transferred from one employer to another the period of continuous service that an employee had with the first employer must be deemed service with the new employer and taken into account when calculating annual leave.

**NOTE:** Employees can take annual leave before it has accrued by agreement between employer and employee.

(e) **Building Award**

*Payment for annual leave*

This award specifies that an employee will receive the amount of pay they would have received for working ordinary hours if they had not been on leave, not the base rate of pay.

*Annual leave loading*

In addition to the employee being paid for annual leave, employees receive an annual leave loading of 17.5% calculated on the rates, loadings and allowances, or the shift loadings they would have received if greater than 17.5%.

*Shiftworker*

A “shiftworker” for the purpose of the additional week of leave means a continuous shiftworker as defined in the Award.

**NOTE:** Employees can take annual leave before it has accrued by agreement between employer and employee.

(f) **Sales Award**

*Annual leave loading*

During a period of annual leave an employee must receive, as well as their base rate of pay, the greater of:

(i) 17.5% of their base rate of pay; or

(ii) the average of the commission payments they earned over the preceding 12 months.

*Conversion to hourly entitlement*

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in the National Employment Standards to an hourly entitlement for administrative ease.

**NOTE:** Employees can take annual leave before it has accrued by agreement between employer and employee.

## 4. PERSONAL LEAVE AND COMPASSIONATE LEAVE

### 4.1 How does it work?

Permanent employees are entitled to various other types of paid leave including personal leave (which includes both sick and carer's leave) and compassionate leave. These entitlements are found in the National Employment Standards in the FW Act.

**Personal (sick) leave** is when an employee is not fit for work because of an illness or injury.

**Carers leave** is when an employee is providing care or support to a person in their immediate family or household who requires care because the person is ill or injured or there is an unexpected emergency affecting that person.

**Compassionate leave** is when an employee takes leave on account of an immediate family member or a member of their household contracts a personal illness or personal injury that poses a serious threat to their life or dies. Compassionate leave may also be taken where a child is stillborn where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or when the employee, or the employee's spouse or de facto partner, has a miscarriage.

**Immediate Family** includes:

(a) a spouse, de facto spouse (a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis [whether the employee and the person are of the same sex or different sexes] and includes a former de facto partner of the employee), child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling; and

(b) a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse or de facto spouse.

An employee must tell their employer as soon as possible that they wish to take or are already on leave. The employee must also tell the employer how long they expect to be on leave.

## 4.2 Paid Personal/Carer's (Sick) Leave and Compassionate Leave

*Personal Leave*

Background

Full time employees are entitled to 10 days of paid personal/carer's leave each year.

An employee's entitlement to paid personal/carer's leave accumulates progressively during a year of service, based on the **employee's ordinary hours of work**.

Put simply, this means that an employee who works a standard 38 hour week is entitled to a total of **76 hours of paid personal/carer's leave for every year of service** (pro rata for part time employees).

*Compassionate Leave*

Employees are entitled to 2 days paid compassionate leave per *occasion*. This can be taken as a single 2-day period, 2 separate days or as agreed between employee and employer.

A helpful **leave calculator** is available at the Fair Work Ombudsman's website: https://calculate.fairwork.gov.au/

**EXAMPLES:**

A fulltime employee who has worked for an employer for 5 years and has not taken any sick leave or carers leave has 50 days of accrued personal leave i.e. 380 hours.

A part-time employee, who works 3 x 6 hours days per week (18 hours/week) for 5 years would have accrued 30 days of sick leave or carers leave i.e. 180 hours.

An employee who has accrued leave entitlements can take paid sick leave if they contract the common cold or sustain an injury playing weekend sport.

An employee who has accrued leave entitlements can take paid carer's leave if their father is suffering from an illness and requires care.

An employee who has accrued leave entitlements can take paid carers leave if their daughter has broken her arm at school and needs to be taken to the doctor.

An employee whose partner suffers a stroke and is admitted to hospital can take 2 days paid compassionate leave. The employee can take a further 2 days paid compassionate leave if their partner later dies as a result of the stroke.

## 4.3 Unpaid Carers Leave

In addition to their paid leave entitlement, an employee is entitled to 2 days of unpaid carer's leave for each occasion.

## 4.4 Paid family and domestic violence leave

All employees can access 10 days of paid family domestic violence leave each year. This includes part-time and casual employees. The leave does not accrue from year to year.

Further information can be found at https://www.fairwork.gov.au/leave/family-and-domestic-violence-leave/paid-family-and-domestic-violence-leave

### 4.5 Specific award provisions relevant to your industry

(a) **Clerks Award**

This Award states a casual employee can be absent from work in order to care for a person who requires care or support because of an illness, injury or emergency. That absence is without pay and can be for a maximum of 48 hours.

(b) **Manufacturing Award**

A working day (or days) when an employee is on sick leave or carers leave counts as a work day if an employee's pay is averaged to avoid fluctuating wage payments.

If an employee is terminated and then rehired by an employer within 6 months of the date of termination, then the employees balance of unclaimed personal/carer's leave is kept from before the termination.

A trainee undertaking a school based traineeship can choose to be paid a 25% loading instead of having paid sick leave or carers leave entitlements.

Full time and part time employees on jury service leave will be reimbursed by the employer for the amount between that paid while on jury duty and their ordinary pay, had they not been on jury service.

(c) **Joinery Award**

If an employee is terminated and then rehired by an employer within 6 months, then the employees balance of unclaimed sick leave and carers leave is kept from before the termination.

A trainee undertaking a school-based traineeship can choose to be paid a 25% loading instead of having paid sick leave or carers leave entitlements.

Full time employees will be reimbursed by the employer for the amount between that paid while on jury duty and the wages they employee would have received in respect of the ordinary hours they would have worked, had they not been on jury service.

(d) **Printing Award**

Any sick leave or carers leave taken by an apprentice will count towards their period of work.

(e) **Building Award**

If an employee is terminated and re-engaged by the same employer within a 6-month period then the employee's unclaimed sick leave will carry over. The employees next year of service will commence 12 months after the re-engagement.

### 4.6 Who pays for such leave and when?

An employer pays for personal/carer's leave claimed by an employee. That leave is generally paid for at their **base rate of pay** for the ordinary hours worked by that employee (unless the Award or enterprise agreement provides otherwise).

The payment for the leave is usually made as part of the usual payroll cycle.

If an employee takes paid personal/carer's leave and during that time there is a declared public holiday, then that public holiday day does not count as a personal/carer's leave day.

Any unused personal/carer's leave may be paid out, entirely at the employer's discretion, in the event of termination or as part of a redundancy package.

**NOTE:** if an employee is on paid leave, then superannuation contributions must be made by their employer.

### 4.7 If an employee is on sick leave for an extended period can an employer terminate them?

Whether you can lawfully terminate someone's employment while they are on personal/carer's leave will depend on the situation at hand.

Employers must be careful when terminating staff who are on personal/carer's leave. There are a number of legal risks involved, including unfair dismissal claims, general protections claims or discrimination claims.

Terminating staff because they have taken a short period of sick leave is unlawful.

It is unlawful to terminate an employee who has been on sick leave for less than 3 months, either as one consecutive period or cumulatively over 12 month period. An employee's employment can only be terminated once they exhaust their paid personal/carer's leave entitlement; i.e. once they start taking unpaid leave.

So, for example, if an employee has 4 months of paid personal leave accrued, their employment cannot be terminated until *after* they have used up all of their paid leave (even though this means they are off for longer than 3 months).

It is best to seek advice as making these decisions can be risky and every situation is unique.

### 4.8 Do entitlements accrue while employees are on personal/carer's leave?

If an employee is on paid personal/carer's leave, then that time counts towards their period of service. As such, other entitlements such as annual leave continue to accrue while an employee is on paid leave.

If an employee takes unpaid leave then that time does not count towards their period of service (but does not break their continuity of service).

### 4.9 If an employee is within their probationary period and takes personal/carer's leave does that count as part of the probation period?

An employee within their probationary period is still entitled to paid personal/carer's leave, provided they have accrued sufficient hours to cover their period of absence.

A period of paid personal/carer's leave also still counts towards their number of days worked and the calculation of their probationary period.

**NOTE:** A probationary period gives you the opportunity to assess whether your new employee is capable, reliable and suitable for the job. The standard period is usually three to six months and is written into the contract of employment.

**However,** the minimum employment period is different to the probationary period. Under the FW Act, there is a requirement that in order to make an unfair dismissal claim against an employer, an employee must have served a 'minimum employment period' of 6 months, or 12 months if the employer employs fewer than 15 employees.

**NOTE:** A person on a vocational placement is specifically excluded from being an employee under the FW Act.

### 4.10 What to do if an employee is injured unrelated to work?

If an employee is injured outside of their time at work – i.e. while they are at home and on their own time then, depending on the seriousness of their injury, they should take personal/carer's leave.

Employers should think carefully before offering to provide light duties or work from home options to employees who experience a non-work related injury. Providing light duties which are not appropriate to the injury can expose employees to a worker's compensation claim if the employee aggravates the injury while at work.

Temporary work from home options should also be treated with caution, due to the potential work health and safety implications.

Employers should request medical evidence (e.g. a doctor's certificate) regarding the likely duration of the absence and/or any accommodations that should be offered if suitable duties are to be provided. An employer should encourage their employee to return only when they are recovered, and subject to the provision of a medical clearance.

### 4.11 Is an employee attending a pre-arranged medical appointment entitled to take paid personal/carer's leave ?

Generally speaking, no.

If an employee is attending a doctor's appointment for an ongoing condition that is not currently rendering them unfit for work, then they are likely not legally entitled to take paid personal/carer's leave.

However, an employer may still elect to allow the employee to take this leave for this purpose.

### 4.12 What about casual employees?

Casual employees are not entitled to most forms of paid leave, except for family and domestic violence leave. Casual employees are entitled to:

(a) 2 days unpaid carer's leave;

(b) 2 days unpaid compassionate leave per occasion; and

(c) unpaid community service leave.

### 4.13 Community Service Leave

Employees are entitled to be absent from work on community service leave for:

(a) Jury service – non casual employees receive **paid jury service leave** at their base rate of pay for the ordinary hours of work in the period for up to 10 days. An employer can request evidence of the employee's jury service. Some Awards contain special payment arrangements, which are outlined above.

(b) Voluntary emergency management activities (unpaid).

(c) Other prescribed activities (unpaid).

Employees must give notice of the absence as soon as practicable and the length of absence in addition to evidence that the absence is for a community service activity.

## 5. PARENTAL LEAVE

### 5.1 What is parental leave?

Parental leave is a period of leave which an employee (regardless of gender) is entitled to in the following situations:

(a) birth of a child;

(b) adoption of a child; or

(c) responsibility for care of a child.

This applies to employees giving birth and the partners of people giving birth, in addition to employees adopting a child.

**NOTE:** partner means spouse or de facto partner and includes same sex partners.

Under the FW Act, permanent employees with 12 months' service are entitled to parental leave.

A long-term casual employee, i.e. one who has been engaged on a regular basis for the last 12 months will also be entitled to parental leave.

When an employee adopts a child, to obtain parental leave the child must be under 16 years of age and not lived with the employee for more than 6 months. The employee will not be entitled to parental leave if the child they are adopting is a child of the employee's partner.

An employee adopting a child may be entitled to 2 days unpaid pre adoption leave to attend any interviews or examinations required in the adoption process.

**NOTE:** A long-term casual employee will be entitled to unpaid pre adoption leave.

### 5.2 Is it paid? How is it taken?

The parental leave employees are entitled to under the FW Act is **unpaid**.

**NOTE:** employees may be able to access government paid parental leave under the Paid Parental Leave Act 2011 (Cth).

An employee is entitled to **12 months unpaid parental leave** or up to 24 months if their employer agrees. This leave can be taken as a single continuous period, flexibly or a combination of both. Flexible parental leave provides employees with up to 100 days of parental leave which may be taken flexibly.

(a) **Notice**

In order to obtain parental leave an employee must give their employer written notice 10 weeks before the start of that parental leave. If that notice period is not practicable then the notice must be as soon as possible. If the employee is already on parental leave and is requesting an extension of that leave, they must provide 4 weeks' notice. The notice must identify the start and end dates of the leave and provide evidence as to the birth or adoption of a child. If the request is for flexible parental leave, the notice must specify the number of flexible days the employee intends to take.

(b) **Commencement**

If an employee is giving birth to a child then the leave can commence 6 weeks prior to the birth (or earlier if agreed) and or during the 24 month period starting on the date of birth of the child.

A partner of a person giving birth who becomes the primary carer of the child can commence parental leave at any time within 24 months of the birth of the child.

Adoption related parental leave should commence the day the employee assumes custody of the child or the day the employee starts travel to pick up and take custody of the child.

(c) **Unpaid Special Parental Leave**

An employee who has a pregnancy related illness or has been pregnant, the pregnancy ends after a gestation period of 12 weeks (other than by the birth of a living child) and the child is not stillborn, then the employee is entitled to unpaid special parental leave in addition to the normal period of parental leave.

For unpaid special parental leave, notice must be provided and an employer can request a medical certificate.

**Note**: An employee whose pregnancy ends in a miscarriage or still birth can still be entitled to unpaid parental leave or unpaid special parental leave depending on the circumstances.

(d) **Keeping in Touch days**

Employees on parental leave can take up to 10 keeping in touch days during their parental leave without breaking their continuous period of leave. This means employees will be able to take the 10 keeping in touch days and not jeopardise their return-to-work guarantee.

A keeping in touch day must not be within 14 days of the day the child was born or placed (in the case of adoption) with the employee. A keeping in touch day cannot be requested by an employer in the first 6 weeks after the day the child was born or placed with the employee.

Employers must pay employees for keeping in touch days (or part of a day) at the employee's ordinary rate of pay.

Keeping in touch days do not extend unpaid parental leave and if an employee obtains extended parental leave by agreement they will have a further keeping in touch day.

(e) **Other entitlements**

Under certain circumstances an employee can extend their parental leave period. An employee who is pregnant may also be entitled to be moved to a safer job or if there is not one, to take paid no safe job leave.

## 5.3 What about after parental leave?

(a) After employees return to work under the FW Act they are entitled to return to: the employee's pre-parental leave position; or

(b) if that position no longer exists--an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

The FW Act also specifies that an employer must take reasonable steps to give the employee information about and discuss any changes to status, pay or location of the employee's pre parental leave position.

On this basis it is important to be aware of the need to provide an employee on parental leave a position on their return.

Employers must be extra careful when making decisions which will affect employees who are on parental leave.

# 6. CASUAL EMPLOYEES

## 6.1 Who is a Casual Employee?

The FW Act now contains a definition of ‘casual employee’.

An employee is a casual employee only if:

(a) the employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work; **and**

(b) the employee would be entitled to a casual loading or a specific rate of pay for casual employees under the terms of a fair work instrument if the employee were a casual employee, or the employee is entitled to such a loading or rate of pay under the contract of employment.

There are various factors that are taken into account in determining whether the employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work.

Generally speaking, you will need to make sure that:

(a) it is clearly documented in an employee’s employment contract:

  (i) that they are employed as a casual;

  (ii) there is not an expected contract duration, and that the <u>availability of work for the employee is not ongoing</u>;

  (iii) provide a contractual entitlement to a casual loading (to the extent the role is not covered by an industrial instrument); and

  (iv) the employee can accept or reject offers of work;

(b) casual employees <u>do not have regular or predictable hours of work</u> – there should be irregular work patterns, uncertainty, discontinuity, and intermittency of work;

(c) you ensure that the terms of the contract reflect what is actually done in practice (e.g., you do not provide rosters laid out weeks in advance rostering the casual as if a full time employee).

If a casual employee is not actually a casual employee at law at the time they are engaged, an employer can be prosecuted. This means it is essential to ensure you are clear about the nature of the role if you are proposing to employ someone on a casual basis.

## 6.2 What entitlements do Casual Employees have?

Casual employees are not entitled to paid personal leave, annual leave or other paid leave (except for family and domestic violence leave), notice of termination (save for the below) or redundancy pay. Casual employees receive casual loading to compensate for those entitlements.

Casual employees who have been employed regularly for at least 12 months and have a reasonable expectation they will keep working for the same employer are also entitled to:

(a) request flexible working arrangements;

(b) parental leave (discussed above).

(i) **Period of Notice**

Under the FW Act casual employees are not entitled to a period of notice upon termination or payment in lieu. However, due to their being covered by an Award, an enterprise agreement, or employment agreement a casual employee may be entitled to a period of notice e.g. one hour.

(ii) **Jury Service**

A casual employee may also be entitled to be absent from work due to jury service. However, that absence will generally be unpaid under the FW Act, though you should check the specific arrangements regarding payment in your state.

(iii) **Unpaid Leave**

As discussed above, casual employees are entitled to 2 days of unpaid carers leave, and 2 days of unpaid compassionate leave per occasion. All employees are also entitled to absence from work for community service leave.

## 6.3 Casual Employees covered by Awards

Specific Awards relevant to the Sign Writing Industry contain relevant provisions covering casual employees. Below are some examples, but you should always check the Award carefully as they do change from time to time.

(a) **Manufacturing Award**

(i) Casual employees receive 25% loading of the ordinary hourly rate of pay. The resulting rate is the Casual Ordinary Hourly Rate.

(ii) A casual employee is entitled to a minimum payment of 4 hours' work per engagement. This means if they are rostered to work less than 4 hours and work less than 4 hours, they are still paid for 4 hours.

(iii) When a casual employee is hired they must be informed in writing:

**A** that they are a casual;

**B** who employs them;

**C** their classification and rate of pay .

(iv) A casual employee must not be engaged and re-engaged to avoid any obligations under the award.

(v) When a casual employee is required to work overtime, or on a weekend or a declared public holiday, they are to be paid the applicable Casual Ordinary Hourly Rate in addition to the applicable penalty/overtime rates under the Award.

For example:

If the ordinary hourly rate of pay is $30.00 and thus the Casual Ordinary Hourly Rate is $37.50 (ie including the 25% casual loading), the applicable rate for a casual employee working on a weekend would be:

**A** Saturdays: **$56.25** = **$37.50** + **$18.75** (150% of the Casual Ordinary Hourly Rate of pay for the first three hours);

**B** Sundays: **$75.00** = **$37.50** + **$37.50** (200% of the Casual Ordinary Hourly Rate of pay).

**NOTE:** Each award differs and the way penalties are calculated on the ordinary and casual rate of pay for casual employees is unique to the Manufacturing Award.

(b) **Printing Award**

(i) Casual employees receive 25% loading.

(ii) A casual employee is entitled to a minimum payment of 4 hours' work per engagement. This means if they are rostered to work less than 4 hours and work less than 4 hours, they are still paid for 4 hours, The minimum payment can vary between 2 and 4 hours depending on the job performed.

(iii) For the sign writing industry the applicable length of any shift is generally 4 hours.

(iv) An employer must not fail to re-engage a casual employee because they accessed their entitlements under the FW Act (for example - unpaid carers leave).

(v) The ordinary hours of work under the Printing Award are between 7:00 am and 6:00 pm, Monday to Friday inclusive. Accordingly, when a casual employee is required to work overtime or on weekend or a public holiday they are to be paid the applicable Casual Ordinary Hourly Rate (ie inclusive of the 25% casual loading) in addition to the applicable penalty/overtime rates under the Award.

For example:

If the ordinary hourly rate of pay is $30.00 and thus the Casual Ordinary Hourly Rate is $37.50 (ie including the 25% casual loading), the applicable rate for a casual employee working overtime would be:

**A** First 3 Hours: **$56.25** = **$37.50** + **$18.75** (150% of the Casual Ordinary Hourly Rate of pay for the first three hours);

**B** Overtime Thereafter: **$75.00** = **$37.50** + **$37.50** (200% of the Casual Ordinary Hourly Rate of pay).

**NOTE:** Each award differs and the way penalties are calculated on the ordinary and casual rate of pay, and for overtime outside of ordinary hours of work for casual employees is unique to the Printing Award.

(c) **Joinery Award**

(i) A casual employee is paid a loading of 25%.

(ii) When a casual employee is hired they must be informed ***in writing:***

**A** that they are a casual;

**B** who employs them;

**C** what the job is;

**D** their classification and rate of pay.

(iii) A casual employee is engaged by the hour for a minimum daily engagement of 7.6 hours.

(iv) A casual employee may be terminated with 1 hours' notice or is paid in lieu of notice either:

**A** the remaining days shift; OR

**B** 1 hours pay;

whichever amount is greater.

(v) When a casual employee is required to work overtime or on a public holiday they are to be paid the applicable penalty rates under the Award. The casual loading of 25% is paid in addition to the applicable penalty rates of the ordinary hourly rate of pay (eg if the ordinary hourly rate of pay is $30.00 and the casual rate of pay is $37.50, the applicable rate on a Saturday for a casual employee would be:

**A** First 2 hours: **$52.50** = **$30.00** + **$7.50** (25% casual loading) + **$15.00** (150% of the ordinary hourly rate of pay for the first two hours);

**B** Hours thereafter: **$67.50** = **$30.00** + **$7.50** (25% casual loading) + **$30.00** (200% of the ordinary hourly rate of pay);

(d) **Building Award**

(i) Casual employees are paid loading of 25% for ordinary hours. That loading is paid in addition to any applicable penalty rates.

(ii) When a casual employee is hired the employer will inform that employee in writing:

**A** the terms of their engagement;

B that they are a casual;

C who they are employed by;

D the job to be performed;

E the classification level and the relevant rate of pay;

(iii) Casual employees are entitled to the same penalty rates and expenses as other workers.

(iv) A casual employee is entitled to a minimum payment of 4 hours' work per engagement. This means if they are rostered to work less than 4 hours and work less than 4 hours, they are still paid for 4 hours , in addition to the relevant fares, travel allowance and other expenses prescribed.

(v) When a casual employee is required to work overtime or on a public holiday they are to be paid the applicable penalty rates under the Building Award. The casual loading of 25% is paid in addition to the applicable penalty rates of the ordinary hourly rate of pay (eg if the ordinary hourly rate of pay is $30.00 and the casual rate of pay $37.50, the applicable rates for overtime for a casual employee working overtime between Monday to Friday would be:

**A** First 2 hours: **$52.50** = **$30.00** x 175% of the ordinary hourly rate of pay for the first two hours;

**B** Hours thereafter: **$67.50** = **$30.00** x 225% of the ordinary hourly rate of pay for all hours thereafter.

**NOTE:** Each award differs and the way penalties are calculated on the ordinary and casual rate of pay, and for overtime outside of ordinary hours of work for casual employees is unique to the Building Award.

(e) **Clerks Award**

(i) Casual employees under this Award are paid casual loading of 25%.

(ii) Casual employees are entitled to a minimum payment of 3 hours' work at the appropriate rate when called to work.

(iii) When a casual employee is required to work overtime or on a public holiday they are to be paid the applicable penalty rates under the Award. The casual loading of 25% is paid in addition to the applicable penalty rates of the ordinary hourly rate of pay (eg if the ordinary hourly rate of pay is $30.00 and the casual rate of pay is $37.50, the applicable rate on a Saturday for a casual employee would be:

**A** First 2 hours: **$52.50** = **$30.00** + **$7.50** (25% casual loading) + **$15.00** (150% of the ordinary hourly rate of pay for the first two hours);

**B** Hours thereafter: **$67.50** = **$30.00** + **$7.50** (25% casual loading) + **$30.00** (200% of the ordinary hourly rate of pay).

(f) **Sales Award**

(i) Casual employees under this Aware are paid casual loading of 25%.

(ii) Casual employees are entitled to a minimum payment of 2 hours' work at the appropriate rate when called to work.

(iii) When a casual employee is required to work overtime or on a public holiday they are to be paid the applicable penalty rates under the Award. The casual loading of 25% is paid in addition to the applicable penalty rates of the ordinary hourly rate of pay (eg if the ordinary hourly rate of pay is $30.00 and the casual rate of pay is $37.50, the applicable rate on a Saturday for a casual employee would be:

**A** First 2 hours: **$52.50** = **$30.00** + **$7.50** (25% casual loading) + **$15.00** (150% of the ordinary hourly rate of pay for the first two hours);

**B** Hours thereafter: **$67.50** = **$30.00** + **$7.50** (25% casual loading) + **$30.00** (200% of the ordinary hourly rate of pay).

(g) **Sales Award**

(i) Casual employees under this Aware are paid casual loading of 25%.

(ii) Casual employees are entitled to a minimum payment of 2 hours' work at the appropriate rate when called to work.

(iii) When a casual employee is required to work overtime or on a public holiday they are to be paid the applicable penalty rates under the Award. The casual loading of 25% is paid in addition to the applicable penalty rates of the ordinary hourly rate of pay (eg if the ordinary hourly rate of pay is $30.00 and the casual rate of pay is $37.50, the applicable rate on a Saturday for a casual employee would be:

**A** First 2 hours: **$52.50** = **$30.00** + **$7.50** (25% casual loading) +**$15.00** (150% of the ordinary hourly rate of pay for the first two hours);

**B** Hours thereafter: **$67.50** = **$30.00** + **$7.50** (25% casual loading) + **$30.00** (200% of the ordinary hourly rate of pay).

### 6.4 Can a Casual Employee bring an unfair dismissal claim?

If a casual employee has been employed *regularly and on a systematic basis* and they are *entitled to expect continuing employment* then they may be entitled to protection from unfair dismissal.

**NOTE**: If the employer is a small business (as discussed above) then in order to obtain unfair dismissal protections under the FW Act the casual employee needs to have been employed on a regular and systematic basis for 12 months. If the employer is not a small business then the period is 6 months.

**NOTE**: if an employer is covered by the Small Business Code some different questions and standards may be applied. These provisions apply regardless of whether an employee is permanent or casual.

## 7. BULLYING

### 7.1 What constitutes bullying?

Bullying is defined differently under different legislation. Specifically under the FW Act it is defined as a situation where an individual (or group) repeatedly behaves unreasonably towards a worker (which includes a contractor) **AND** that behaviour creates a risk to health and safety.

Examples of bullying may include:

(a) abusive, insulting or offensive language;

(b) unjustified criticism or complaints;

(c) deliberately excluding someone from workplace activities;

(d) withholding information that is vital for effective workplace performance;

(e) setting unreasonable timetables or constantly changing deadlines;

(f) setting tasks that are unreasonably below or beyond a person's skill level;

(g) spreading misinformation or malicious rumours.

### 7.2 What does not constitute as bullying?

The following behaviours do **NOT** constitute bullying:

(a) setting reasonable performance goals, standards and deadlines;

(b) rostering and allocating working hours where the requirements are reasonable;

(c) deciding not to select the worker for promotion where a reasonable and lawful process is followed;

(d) informing a worker about unsatisfactory work performance in an honest, fair and constructive way

(e) informing a worker about inappropriate behaviour in an objective and confidential way;

(f) implementing organisational change or restructuring; (g) taking disciplinary action. Recent cases have held that:

(i) asking an employee to do duties that were within their skill and experience but not what they 'normally did'; and

(ii) holding an employee accountable for their work and even speaking angrily (significantly – only on one occasion),

do **NOT** amount to bullying.

### 7.3 What can the worker do from there?

Where a worker is being bullied (or feels like they are), they have a number of options which include:

(a) seeing their doctor for a psychological injury arising from the bullying, and making a workers compensation claim or, otherwise, using their personal/carer’s leave;

(b) making a complaint to WorkSafe/SafeWork requesting an inspector visit your business and discuss the allegation (with the potential for the inspector to issue an improvement notice or – in severe cases – initiate a prosecution against the company) ;

(c) applying to the Fair Work Commission for Stop Bullying Orders against the employer and/or an individual; and

(d) where the workers makes a complaint about the bullying to you and the worker considers that they are being treated adversely as a result of such complaint being made, bringing a general protections application for adverse action

When any of those arise, you should seek advice in how to manage the situation by contacting the ASGA legal helpline.

## 8. TERMINATION OF EMPLOYMENT

### 8.1 Introduction

An employer can only terminate an employee's employment lawfully where certain criteria are met. Employers often believe they can hire and fire as they wish, however, this is not true if they want to stay on the right side of the law.

The employment relationship is highly regulated by the legislation. Employers must be very careful not to act in a hasty manner which may result in problems later on. If unsure, it is better to seek advice before commencing a disciplinary or termination process.

As discussed below, an employee's employment can be terminated if their position becomes redundant.

Small businesses should also be aware of the Small Business Fair Dismissal Code.

### 8.2 Employee entitlements upon termination

Under the FW Act employers must provide their employees a period of notice of termination or payment in lieu of notice (except in the case of "serious misconduct" – see below).

The FW Act provides the following minimum periods of notice:

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

Increase the period by 1 week if the employee is **over 45 years old and has completed at least 2 years of continuous service** with the employer.

**Note:** an employee's contract of employment may provide for a longer period of notice, which then become the applicable period for that employee. It is very important to check the employee's contract to ensure the correct period of notice is given or paid.

### 8.3 When can an employer terminate an employee's employment?

An employer can lawfully terminate an employee's employment if the following are fulfilled:

(a) if the employer has a valid reason to terminate the employee's employment which relates to the employee's conduct or capacity;

(b) if the employee has been notified of the reason and given an opportunity to respond; and

(c) if the dismissal relates to unsatisfactory performance, then whether the employee is warned about it before the dismissal.

It is vital to assess the objective seriousness of any employee conduct. It is also essential to act fairly and give the employee an opportunity to respond to the allegations against them before determining the future of their employment.

**Note:** just because the above criteria may be satisfied, it does not mean an employee cannot (or will not) bring a claim. It simply gives an employer a sound legal basis to defend such a claim.

(d) **The time span of the employment contract has ended**

This may not be relevant to many employers. However, if an employee is employed on a fixed term contract, that is, one which provides for employment for a certain period only, once that period of time has ended then the employee's employment will terminate without the need for further action.

**Note:** employers operating using fixed term arrangements should ensure their contracts are appropriately drafted, as well as being aware on the prohibition on successive fixed term engagements and fixed-term periods of longer than 2 years.

(e) **Frustration or impossibility**

As the title suggests, if it is not possible for the employee's employment to continue because some event or situation has frustrated the employment contract then the employment may come to an end.

There are fairly limited circumstances in which this will be applicable; for example, an employee who is incarcerated (but noting that an employer should not presuppose the outcome of any pending court proceedings), or the death of the employee.

Sometimes employers seek to rely on long-term absence due to illness as a reason to assert the employment has ended due to the frustration of the contract, but this is not a strong legal argument. In cases of long-term absence, advice should be sought prior to termination.

### 8.4 The difference between performance and conduct concerns

When considering disciplinary action (including termination of employment), the first question to consider is whether the concern is related to conduct or performance.

Performance concerns include missing deadlines, issues with the quality of work, laziness, displaying a negative attitude, failure to comply with policies/procedures etc.

Examples of misconduct (i.e. concerns about conduct) may include bullying, harassment, fighting, verbal abuse, deliberate safety breaches etc.

It is important to understand what type of behaviour needs to be managed, because the approach will differ.

Performance concerns usually need to be addressed and managed over a period of time, with the employee given a reasonable opportunity to improve to the required standard. On the other hand, if an employee has committed misconduct, then depending on the seriousness and whether the action/s are repeated then an employer may be able to terminate that employee’s employment.

Every situation is unique and that is why employers must be so careful. Some examples of conduct which might constitute misconduct capable of resulting in dismissal include:

(a) an employee attends work intoxicated with alcohol or affected by drugs;

(b) an employee has been involved in corruption such as bribery;

(c) an employee has been defrauding customers or the employer; or

(d) it is substantiated that an employee has engaged in bullying.

If an employee is suspected of actions which would constitute misconduct and perhaps result in dismissal, then employers must be careful to first investigate the allegations properly, so as to establish whether or not there is sufficient evidence to conclude the employee has engaged in the conduct as alleged.

If the investigation substantiates the allegations, then a robust disciplinary process needs to be followed, during which the employee is provided with a reasonable opportunity to respond to the proposed termination of their employment (i.e. to 'show cause').

**NOTE:** Only in situations of very serious misconduct would summary dismissal be warranted (summary dismissal is where an employee's employment can be dismissed without notice). For example: violence, sexual harassment, theft.

### 8.5 Unfair dismissal

As discussed throughout this guide, an employee may be able to make a claim for **unfair dismissal or under the general protections provisions** of the FW Act if their employment is terminated.

To be eligible to make a claim for unfair dismissal, an employee must have been employed for longer than 6 months (12 months for a small business) and earn less than the high income threshold, which is currently $190,100 for the financial year July 2026 - Jun 2027; however this figure changes every financial year.

**NOTE**: employees who earn more than $190,100 may be able to make a claim depending on whether they are covered by an award or an enterprise agreement, so it is important to check before assuming an employee is not eligible.

An employee has been unfairly dismissed if:

(a) the dismissal was harsh, unjust or unreasonable; and

(b) the dismissal was not consistent with the Small Business Fair Dismissal Code; and

(c) the dismissal was not a case of genuine redundancy.

The criteria for considering whether a dismissal was harsh, unjust or unreasonable are:

(a) whether there was a valid reason for the dismissal related to the person's capacity or conduct (including its effect on the safety and welfare of other employees); and

(b) whether the person was notified of that reason; and

(c) whether the person was given an opportunity to respond to any reason related to the capacity or conduct of the person; and

(d) any unreasonable refusal by the employer to allow the person to have a support person present to assist at any discussions relating to dismissal; and

(e) if the dismissal related to unsatisfactory performance by the person--whether the person had been warned about that unsatisfactory performance before the dismissal; and

(f) the degree to which the size of the employer's enterprise would be likely to impact on the procedures followed in effecting the dismissal; and

(g) the degree to which the absence of dedicated human resource management specialists or expertise in the enterprise would be likely to impact on the procedures followed in effecting the dismissal; and

(h) any other matters that the Fair Work Commission considers relevant.

In essence, an employee must be given details of the alleged conduct in which they have engaged, or the concerns about their performance, and given an adequate opportunity to respond. This can be done in writing or during a meeting/s.

Where termination is being considered due to misconduct, the employer must have a sound, reasonable and defensible basis for concluding that the employee has engaged in the conduct as alleged. In other words, it is not enough to take one person's word for it; the employer must have made appropriate enquiries and determined 'on the balance of probabilities' (i.e. more likely than not) that the conduct has occurred as alleged.

An employer must also raise performance concerns with an employee and give them an adequate opportunity (over a reasonable period of time) to improve their performance. This might involve giving the employee some additional support and/or training.

Finally, if employees are invited to attend meetings relating to termination, it is recommended that they are invited to bring a support person (such as a family member or union official) to the meeting.

### 8.6 General protections claims

The general protections laws protect employees from:

(a) harmful (adverse) action

(b) coercion

(c) undue influence or pressure

(d) misrepresentation

where they affect workplace rights.

The most common example of "adverse action" is dismissal, but this can also include things like being demoted or overlooked for promotion.

"Adverse action" is unlawful when it is taken for a prohibited reason, such as:

(a) an employee exercising a workplace right such as taking leave, refusing to do a task because it is unsafe, or asking a question about their pay;

(b) an employee's age, sex, disability or other protected attribute; or

(c) because an employee is temporarily absent from work due to illness or injury (i.e. absent for less than 3 months).

Importantly:

(a) an employee doesn't need to be employed for a minimum period to bring a general protections claim (unlike an unfair dismissal). Accordingly, when dismissing during the probationary period, an employer still needs to ensure they are not taking "adverse action" for a prohibited reason – for example, sacking someone because they have taken lots of leave or asked questions about safety systems.

(b) an employee who earns more than the High Income Threshold is still eligible to bring a general protections claim. This means employers should be especially wary of this type of claim when dealing with termination of senior managers.

(c) there is a reverse onus of proof when bringing a claim. This means that the employee does not need to prove that the adverse action was taken for a prohibited reason – the employer needs to prove that it was not taken for this reason. This is another reason why it is very important to have a robust process leading up to termination so it can be demonstrated there was a lawful reason for the decision.

## 9. REDUNDANCY

### 9.1 What is it?

Redundancy is when an employee's employment is terminated because their position is no longer required by an employer due to restructuring or operational changes in the employer's business.

Essentially, the work or role is no longer required to be performed by any employee. It is not about the employee personally.

Redundancy can also occur when an employer becomes insolvent or bankrupt.

To be a "genuine redundancy", an employer must meet requirements under the relevant award or enterprise agreement. This involves consulting with the employee prior to the implementation of the decision and considering whether it is possible to redeploy the employee (and offering redeployment if so).

Employers need to be aware that a redundancy which does not meet the above criteria may expose them to an unfair dismissal claim on the basis it was not a "genuine redundancy".

**NOTE:** redundancy does not remove the need for notice or payment in lieu of notice when an employee is terminated.

### 9.2 When is it not payable?

An employee is not entitled to redundancy pay under the FW Act if the:

(a) employee resigns;

(b) employee is terminated for misconduct or for performance issues;

(c) employee has been employed for less than 12 month;

(d) employer is a small business with fewer than 15 employees (subject to redundancy clauses in the Joinery Award and the Building Award);

(e) period of employment was for a fixed term and that term has ended;

(f) employee is a casual employee; or

(g) employment is transferred to a new employer in certain circumstances.

Under the FW Act, redundancy pay may **not** be payable if the employer finds other acceptable employment for the employee or if the employer is not able to pay the amount. However, this is not an automatic right - the employer must first apply to the Fair Work Commission.

### 9.3 If it is payable, what is payable?

If the business has more than 15 employees then redundancy pay will be payable (in most cases).

Redundancy pay will usually be calculated based on the scale in the National Employment Standards, but may also be contained in an employee's contract or under the applicable Modern Award or enterprise agreement. The amount of the redundancy payment is calculated by reference to the employee's years of service.

Here is a table of how to calculate redundancy pay amounts under the FW Act.

| **Employee's period of continuous service with the employer on termination** | **Redundancy pay period** |
|---|---|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks |

*Note: the amount reduces after 10 years because employees will become entitled to payment for accrued but untaken long service leave, which may not be the case for employees with less service.*

(a) **Joinery Award – Redundancy Clause**

Under the redundancy clause the following redundancy pay periods apply for employees of a <u>small business</u>, that is one with less than 15 employees.

| **Employee's period of continuous service with the employer on termination** | **Redundancy pay period** |
|---|---|
| Less than 1 year | Nil |
| At least 1 year but less than 2 years | 4 weeks pay |
| At least 2 years but less than 3 years | 6 weeks pay |
| At least 3 years but less than 4 years | 7 weeks pay |
| At least 4 years but less than 5 years | 8 weeks pay |

Upon a redundancy an employee will also be entitled to notice or payment in lieu. Employees may also be entitled to long service leave, annual leave, and other payments.

However, if the employee did not have a redundancy pay entitlement before 1 January 2010 then redundancy payments are calculated from 1 January 2010 and not the full length of service.

(b) **Building Award – Redundancy Clause**

This award provides its own industry specific redundancy scheme which displaces the National Employment Standards.

This clause defines redundancy as:

> *a situation where an employee ceases to be employed by an employer to whom this award applies, other than for reasons of misconduct or refusal of duty.*

Under the scheme in this award employees receive the following redundancy pay when made redundant:

| **Employee's period of continuous service with the employer on termination** | **Redundancy pay period** |
|---|---|
| 1 year or more but les than 2 years | 2.4 weeks' pay.<br><br>PLUS For all service in excess of 1 year – 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay |
| 2 years or more but less than 3 years | 4.8 weeks' pay.<br><br>PLUS For all services in excess of 2 years – 1.6 hours pay per completed weeks of service up to a maximum of 7 weeks. |
| 3 year or more but less than 4 years | 7 weeks' pay.<br><br>PLUS For all services in excess of 3 years – 0.73 hours pay per completed |

| | |
|---|---|
| | weeks of service up to a maximum of 8 weeks' pay. |
| At least 4 years and over | 8 weeks' pay. |

For the purpose of this section "week's pay" means the ordinary rate of pay at the time of the termination multiplied by 38 for the employee concerned. "Hour's pay" means the ordinary rate of pay at the time of the termination for the employee concerned.

For an employee who has less than 1 year of service they may receive 1.75 hours pay per week of service if the redundancy is caused other than by the employee.

In the case of death of an employee who has redundancy entitlements those entitlements shall be paid to the estate of the deceased employee.

### 9.4 Can redundancy be used as a defence to an unfair dismissal claim?

If an employee has been made redundant and that redundancy is a "genuine redundancy" as defined by the FW Act then the employer will be able to make a "jurisdictional objection" to a claim for unfair dismissal. This means opposing the claim on the basis the employee has no right to bring it.

Unfair dismissal is discussed in detail above in *Termination of Employment*.

A "genuine redundancy" under the FW Act is if:

(a) the person's employer no longer required the person's job to be performed by anyone because of changes in the operational requirements of the employer's enterprise; and

(b) the employer has complied with any obligation in a modern award or enterprise agreement that applied to the employment to consult with the employee about the redundancy; and

(c) it is not reasonable for the employer to redeploy the person in the employer's enterprise or an associated entity of the employer's enterprise.

This is why it is important that an employer who is making an employee redundant complies with the **consultation provisions of any relevant award or enterprise agreement,** which also require the provision of information to the employee in writing. It also means an employer needs to make sure that there is not a suitable alternative position available within the employer's business or any other "associated entity" of the employer which could be offered to the employee. In practical effect, this means that any vacant roles should be offered to the redundant employee (provided they are qualified to perform them), even if the employer does not think they will be accepted by the employee.

## 10. THE SMALL BUSINESS FAIR DISMISSAL CODE

### 10.1 What is it?

The Small Business Fair Dismissal Code applies to employers with less than 15 employees. In calculating the number of employees, all employees employed by the employer are to be counted. However casual employees will only be counted if they have been employed by the employer on a *regular and systematic basis.*

### 10.2 Dismissing an employee under the Code

A small business employer is able to show they have acted in accordance with the Code by following the checklist, which asks various questions about why the employer is proposing to terminate the employee's employment.

If the employer can check "yes" for the applicable boxes, they will be able to argue they have complied with the Code in the event of an employee bringing an unfair dismissal claim. This means the employee will not be entitled to pursue their claim.

There are different questions based on the circumstances. For example, whether the dismissal relates to an employee's unsatisfactory conduct, performance or capacity to the job, redundancy, or serious misconduct.

**Note:** it is very important to check the Code (if it applies) prior to implementing the termination, as there may be additional steps required before proceeding down that path.

## 11. VEHICLE USE

Different issues can arise regarding the use of vehicles at work. It will be relevant whether a vehicle is owned by an employer or by the employee and when and how the vehicle is used. Employers need to clear on the position regarding liability for the cost of vehicle damage, whether a vehicle forms part of an employee's entitlements under an employment agreement and the provision of vehicle allowances when an employee uses their own vehicle.

### 11.1 Vehicle owned by Employer - stored at work

It is common for a vehicle which is owned by an employer to be used by employees once they arrive at work during work hours for work purposes. A vehicle with this type of usage generally is stored at the employer's premises.

Employers need to be aware of issues surrounding who will be liable to pay for vehicle damage in the event of an accident. If the accident occurs while an employee is using the vehicle as part of their employment then often an employer will be liable to pay for the damage caused unless it is the result of employee negligence. Evidence of employee negligence will be required if an employer seeks to recover costs from the employee. An employer should seek advice from their insurance broker and ASGA.

It is also wise to implement a vehicle policy which will outline responsibilities from the beginning. For example, something which contains words to the effect of:

> *The Company has provided you with a vehicle to be used as part of your employment. The vehicle is to be used for travel to and from the Company's premises and work sites. The vehicle is the property of the Company and you are to take good care of the vehicle.*

*You are liable for fines or penalties incurred when driving the vehicle during work. Further, if the vehicle is:*

A *not returned to the Company upon termination of employment or request by the Company;*

B *lost by the you; or*

C *damaged or destroyed due to willful or negligent act on your part;*

*you will be responsible for the cost of repair or replacement.*

For vehicles provided to employees to use during work hours and for work purposes it is also important to ensure the vehicle is in safe working order. This is because the vehicle is an extension of the workplace and the employer's WHS duties extend to it.

### 11.2 Vehicle owned by Employer used during work and more

Employees are often provided with access to and use of a vehicle owned by their employer which is then used outside of work. If an employer provides a vehicle to an employee which can be taken home this can work in two ways:

(a) The vehicle can be used to drive to and from work and during work but not generally for other personal use; or

(b) The vehicle can be for the employee's work and personal use including during the weekends and periods of leave.

The two different uses will result in differences consequences regarding liability if an accident occurs, fringe benefits tax and may have an impact on whether the vehicle forms part of the employee's remuneration from a contractual standpoint.

(a) **Liability in an accident**

In the event of an accident, the cost of damage to the vehicle might be payable by the employee, the employer or the responsibility of a third party.

If the vehicle damage occurs during personal use an employer has a stronger argument that the employee should pay for the damage. However, recovery of a debt from an employee is challenging. Employers have only a very limited capacity to make deductions from an employee's pay under the FW Act. Obviously liability in the event of an accident is also an issue employers can raise with their insurer. A vehicle policy with provisions as set out above can be helpful in clarifying the situation between employee and employer.

(b) **Fringe Benefits Tax**

The extent to which a vehicle is used for personal and business purposes can affect whether or not fringe benefits tax (FBT) is payable by the employer. This is affected by matters such as the vehicle type and the extent of its promotional signage. It is best to seek advice concerning FBT implications form an accountant.

(c) **Contractual Entitlement**

When an employer provides an employee with the use of an employer owned vehicle for work and personal use, this may be considered to form part of the employee's remuneration package under their contract of employment.

This can lead to disputes; for example, where an employer needs to take the vehicle back so it can be used solely for work purposes, the employee wants to use the vehicle during an extended period of leave, or concerning whether the value of the vehicle is counted toward the employee's remuneration for the purpose of the High Income Threshold.

For this reason, it is best to make things clear from the beginning either by:

(i) calculating the value of the vehicle, taking that into account in setting their remuneration and communicating that to the employee in writing (preferably via an employment agreement); or

(ii) outlining that the vehicle is an additional discretionary benefit which does not form part of the employee's remuneration in writing (again preferably via an employment agreement).

### 11.3 Employee using their own vehicle

In other instances, employees may be using their own vehicles during work hours for work purposes. Most Modern Awards set a per kilometre reimbursement rate for work travel that is higher than the ATO rate, so it is important to check.

## 12. RIGHT TO DISCONNECT

### 12.1 General overview

In 2024, the *Fair Work Act* 2009 (Cth) ('**FW Act'**) was amended by the *Fair Work Legislation (Closing Loopholes) Act* 2024 to include a 'right' for employees to 'disconnect.'

This new 'right' expressly makes clear that employees are not required to monitor, read, or respond to employer or work-related contract out of hours, unless refusing to do so is unreasonable. An alternative way of thinking about this right is to consider it as a 'right to refuse or ignore', rather than a blanket prohibition on employers contacting employees outside working hours.

### 12.2 What is the right to disconnect?

Under section 333M of the FW Act, employees have the 'right' to refuse to monitor, read or respond to contact, or attempted contact from:

(a) their employer outside of the employee's 'working hours', unless the refusal is 'unreasonable', and/or

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

This right applies broadly to all employees (including casuals and labour hire employees) and to all work-related contact or attempted contact.

Importantly, the right to disconnect is considered a ‘workplace right’ under the general protections provisions of the FW Act, which exist to protect employees from being adversely treated (or otherwise discriminated against) because they have exercised or propose to exercise a workplace right.

Accordingly, an employer who treats an employee adversely *because* the employee has exercised this right to disconnect, or has proposed to exercise this right, will be taken to have breached the general protections provision.

The Fair Work Commission has also inserted a right to disconnect term into all modern awards, effective from 26 August 2024 (26 August 2025 for small businesses). Please refer to section 3 - Modern Awards.

### 12.3 Can employers contact employees after hours?

There is no blanket prohibition on employers contacting an employee after-hours. The important consideration is whether it is *reasonable* for the employee to refuse to monitor, read or respond to attempts to contact them after-hours.

However, it is likely that the form of communication will be of relevance in determining whether an exercise of the right to disconnect is reasonable. Employers ought to consider the frequency of out-of-hours communication with employees, the means by which the communication is made (email, phone call, text message, etc.), and the urgency of the communication.

### 12.4 What does ‘unreasonable mean’?

Determining whether an employee’s refusal to monitor, read or respond to work-related contact or attempted contact (either by their employer or a third party) depends on multiple factors. For example:

(a) Is the reason for the contact urgent, critical, or time-sensitive or could it wait until the next working day?

(b) Was the employee contacted in a manner which is likely to be disruptive?

(c) Is the employee paid to be on call, paid for after hours work, or expected to be available outside of hours under an agreement?

(d) Does the employee hold senior or critical role, or does the employee have responsibilities requiring after-hours responsiveness?

If more of the answers to the above questions are “yes” the contact is more likely than not to be reasonable. Alternatively, if more answers are “no”, the employee’s refusal is more likely than not to be unreasonable.

### 12.5 Does the right to disconnect apply to high paid employees or those in senior/critical roles?

As a starting point, it is important for employers to understand that this right applies to all employees, regardless of role or remuneration. An employer is unable to 'contract out' of this right.

However, the nature of an employee's role and their renumeration will inform whether a particular exercise of a right to disconnect was unreasonable. This will also be viewed in the context of the reason for the attempted contact, and the other mandatory considerations.

It is reasonable to expect that the nature of an employee's role will also be attached to expectations that an employer has of a person employed to perform that role (and who is remunerated at the level associated with the role). It is critical that employers provide clear expectations to their employees and include these expectations in position descriptions.

However, employers must also take steps to assess whether their expectations are reasonable. Where an urgent matter or emergency arises, it may be reasonable to expect an employee to respond to work-related communication. Where communication has been made relating to a non-urgent matter, an employee's exercise of their right to disconnect is more likely to be considered reasonable.

To navigate these matters, employers are encouraged to:

(a) develop clear policies and guiding principles for types of communication;

(b) clarify how communication will be made for different types of communication; and

(c) communicate what may constitute an urgent matter or emergency in their workplace.

Regardless of whether an employer considers an employee to be well paid or the nature of their role, employers should not interpret this to mean that the right to disconnect does not apply to the employee.

## 13. WORKPLACE DELEGATES RIGHTS

### 13.1 Who is a workplace delegate?

The FW Act now rights and protections for workplace delegates.

A workplace delegate is a person who has been appointed or elected, in accordance with the rules of a union, to be a delegate or representative for members (or those who are eligible to become members), in the workplace.

Workplace delegates have rights to represent the industrial interests of members and potential members in the workplace. These rights are supported by protections under the FW Act and by workplace delegate terms in Modern Awards and enterprise agreements.

### 13.2 What is the difference between a workplace delegate and a union official?

Workplace delegates are employees of the business and have the right to represent the industrial interests of other employees who are members (or those who are eligible to become members), of the delegates union.

On the other hand, union officials are employees and/or officers of the union itself.

### 13.3 Workplace delegates covered by an award

Prior to exercising a workplace delegate entitlement, an employee who is a delegate must give their employer written notice of their appointment or election as workplace delegate.

In the event the employer requires proof of the delegates election or appointment, the delegate must also provide this to the employer.

Similarly, in the event the employee ceases to be a delegate, they must give written notice to their employer within 14 days under the new Delegates' Rights Term.

### 13.4 What are the rights for workplace delegates?

The FW Act now contains new rights and protections for workplace delegates when they are carrying out their role in the workplace.

Whilst protections for workplace delegates' rights are not new, what is new is a codification of such rights being set out in detail in the FW Act and extending the general protections regime to them.

Under the FW Act a workplace delegate now has the express right to:

(a) **represent the industrial interests of members**, and any other persons eligible to be a member in respect of industrial disputes;

(b) **reasonable communication with members**, and any persons eligible to be a member, in relation to their industrial interests;

(c) **reasonable access to the workplace and workplace facilities** for the purpose of representing those interests; and

(d) **reasonable access to paid time for training**, during normal working hours for the purposes of workplace delegate related training. This right does not apply though if the delegate's employer is a small business.(i.e., employer with fewer than 15 employees at the time the delegate requests the training).

In addition to the workplace delegates' rights and protections in the FW Act, all modern awards were varied by the Fair Work Commission now contain a mandatory term relating to the rights of workplace delegates.

All enterprise agreements put to a vote on or after 1 July 2024 are also be required to contain a delegate's rights term.

### 13.5 What are the new protections for Workplace Delegates?

In addition to the new rights for workplace delegates, the FW Act now also provides for a number of specific protections for workplace delegates.

Under the changes, employers are prohibited from:

(a) unreasonably failing or refusing to deal with a workplace delegate;

(b) knowingly or recklessly making a false or misleading misrepresentation to a workplace delegate; and

(c) unreasonably hindering, obstructing or preventing the exercise of rights of a workplace delegate.

This is a civil remedy provision, and only applies to an employer when they are dealing with a workplace delegate acting in that capacity. In any proceeding, the onus will be on the employer to show that their conduct was not unreasonable.

## 14. EMPLOYMENT AGREEMENT

### 14.1 What are they?

Our lawyers have drafted several employment agreements some of which contain Individual Flexibility Arrangements for the Australia Sign and Graphics Association. These are available to members for their use.

These agreements are template documents and designed for use by a range of different workplaces within the industry. If members have specific concerns or requirements in their workplace, they should seek advice concerning specific inclusions into any employment agreements.

An employment agreement codifies in writing the employment relationship, creates certainty around the relationship and can help protect employers.

Individual Flexibility Arrangements (IFAs) provide for the flexibility to vary certain terms of the Modern Award, provided the employee is better off as a result. For example, an IFA may provide for a higher rate of pay in compensation for non-payment of specific award entitlements like annual leave loading and allowances.

We can also provide further assistance in the drafting and implementation of bespoke employment agreements and enterprise agreements.

## 15. TEMPLATE WORKPLACE DRUG AND ALCOHOL POLICY

**[Click and Type Name of Company] Workplace Drug & Alcohol Policy**

### 15.1 Policy aims

[Click and Type Name of Company], ABN [Click and Type Company ABN] (**the Company**) is committed to promoting the health and safety of all persons present at the Company's premises and at all places where the Company performs work (**the workplace**).

Accordingly, the Company adopts this policy and procedures to ensure that those present at the workplace are unaffected by the presence of alcohol and other drugs within their system and to raise awareness of the issues associated with drug and alcohol use in the workplace.

The Company expects all workers (including employees and contractors), clients and visitors to conduct themselves professionally and responsibly and to take reasonable care for the health and safety of persons at the workplace who may be affected by their conduct.

### 15.2 Non-Smoking

All areas (including all outside areas) within the workplace are non-smoking areas, except for the following designated smoking-permitted areas:

- [Click and Type Designated Areas];
- [Click and Type Designated Areas]; and
- [Click and Type Designated Areas].

Smoking in these designated areas during work hours is only allowed at times designated by the Company (i.e. lunch-time and other designated breaks). There shall be *no* smoking at other times.

### 15.3 Prohibition on Alcohol & Drug Use

No worker is to:

(a) attend work, drive to or from work or drive a work vehicle with a blood alcohol level above 0.05 grams per 100ml of blood;

(b) consume alcohol at the workplace without the express permission of the Company.

In this policy, “drugs” includes:

(a) illegal drugs; and

(b) drugs which can affect a person’s ability to conduct themselves in a safe and competent manner and which have not been legally prescribed on medical grounds; and

(c) prescribed medications which have not been disclosed to the employer in accordance with this Policy (e.g. benzodiazepines, medicinal cannabis products).

Unless there are mitigating circumstances, it is serious misconduct for a worker to:

(a) use or consume drugs in the workplace;

(b) possess, buy, sell or cultivate drugs at the workplace, during work hours (including during any breaks) or using Company resources; or

(c) be affected by drug while at the workplace, while driving to or from work or while driving a Company vehicle

At any work-related or work-sponsored after hours function, workers shall conduct themselves responsibly and not allow themselves to become intoxicated.

## 15.4 Use of Prescribed Medication

In this policy, the term “prescribed medication” means any drug or other substance prescribed by a Medical Practitioner which has specific instructions associated with its use (including but not limited to suggested restriction(s) on conduct while taking the medication).

Workers taking prescribed medication are to:

(a) consult their Medical Practitioner to ascertain:

- (i) whether the medication is reasonably likely to affect their work (including providing full details of their duties and work environment to the Medical Practitioner);
- (ii) whether an alternative medication (which may reduce such affects) is available and appropriate.

(b) seek a certificate from their Medical Practitioner detailing:

- (i) whether the worker is fit for work while taking the medication and, if not, the expected duration of such unfitness;
- (ii) whether the medication is reasonably likely to affect the worker’s ability to work safely and competently and, if so, what suggested steps could be taken by the worker and/or the Company to minimise risk.

(c) provide Senior Management with:

- (i) written advice that they:
  - **A** are taking prescription medication (including the name of the medication); and
  - **B** have consulted with their Medical Practitioner as required by this Policy.
- (ii) a copy of any certificate received from their Medical Practitioner in relation to the prescribed medication.

## 15.5 Testing and other Methods of Detection

The Company may carry out blood, urine, swab and/or other testing for alcohol and/or drugs in any of the following circumstances:

(a) prior to engaging a worker (and as a condition of such engagement);

(b) on a random basis (as part of a regular testing regime in the workplace);

(c) if a worker has been involved in an accident, incident or "near miss”;

(d) if it reasonably suspects a worker of being affected by alcohol or other drugs in contravention of this policy;

(e) prior to returning to work after being sent home or after disciplinary action in accordance with this policy;

(f) where a worker requests he or she be tested prior to commencing work to ascertain his or her fitness for work (i.e. ability to comply with this policy) (“a voluntary test”).

Testing shall be carried out by professional Testing Officers or designated management employees suitably trained in testing procedures.

The threshold limits for detecting the presence of alcohol and other drugs tested shall be:

| | |
|---|---|
| Alcohol | 0.05 grams per 100ml of blood |
| Amphetamines | 300 Ng/ml |
| Barbiturates | 00 Ng/ml |
| Benzodiazepines | 200 Ng/ml |
| Cocaine | 300 Ng/ml |
| Marijuana (THC) | 50 Ng/ml |
| Methamphetamines | 300 Ng/ml |
| Opiates | 300 Ng/ml |

## 15.6 Reporting and Victimisation

Any worker who reasonably suspects another person of breaching this policy is to inform Senior Management of his or her suspicions as soon as reasonably practicable.

No worker is to victimise another person because of:

(a) their compliance with this policy; or

(b) their use of or dependency upon alcohol, drugs or prescribed medication.

## 15.7 Confidentiality

The Company aims to maintain high levels of confidentiality in the application of this policy. Accordingly:

(a) testing procedures are to be conducted in a private location and individuals are to be treated non-judgmentally and with respect during the process;

(b) except where disclosure is required by law, records relating to this policy are regarded as confidential information and their use/access/dissemination is to be restricted to the Senior Management of the Company, and, where appropriate, authorised Testing Officers or health contractors and/or legal advisors;

(c) disciplinary action and rehabilitation programs under this policy shall be administered in a confidential manner.

All workers and Testing Officers are to observe these minimum standards.

## 15.8 Training

The Company is to conduct regular training of all workers (including induction training for new workers) in the use and application of this policy. This training shall be appropriate to the various positions of different staff members.

### 15.9 Consequences of a Worker Breaching this Policy

Any worker found to be under the influence of alcohol or drugs in breach of this policy is to be sent home from work (or work-related/work-sponsored function) immediately. Where a worker is sent home, he or she shall not be paid for that day's work (or for the portion of that day for which he or she was sent home). Where necessary, the Company shall arrange for safe transport home for the worker.

Workers found to breach this policy are to be:

(a) disciplined; and/or

(b) referred to an appropriate health service for treatment or counselling. The Company shall not be liable for the costs of such treatment or counselling.

Significant or repeated breaches of this policy are likely to lead to immediate dismissal. Significant breaches include (but are not limited to):

(a) attending work whilst significantly affected by drugs or alcohol;

(b) breaching the confidentiality provisions of this policy;

(c) victimising a person who breaches this policy or who reports a breach of this policy;

(d) lying or deceiving the company about behaviour relevant to this policy;

(e) failure to cooperate with testing procedures;

(f) smoking near hazardous or flammable liquids or substances.

Where a worker causes loss and/or damage to the Company (whether directly or indirectly) by or while breaching this policy (including but not limited to the cost of providing safe transport home), he or she will be held liable for such loss and/or damage. The Company may withhold an amount to cover such loss and/or damage from any monies owed to the workers or proceed against the worker for recovery of such monies.

### 15.10 Drug or Alcohol Dependency

Where a worker has a drug or alcohol dependency that may put him or her in breach to this policy, the worker is encouraged to seek professional treatment and discuss their situation with Senior Management.

In these circumstances, to the extent that doing so does not adversely affect the Company's productivity and enterprise, the Company may (at its absolute discretion) take some of the following steps to assist the worker:

(a) refer the worker to an appropriate health service for treatment or counselling (the Company shall not be liable for the costs of such treatment or counselling);

(b) where the worker is undergoing treatment, allow the worker to take available accrued sick leave or (where no sick leave is available) such unpaid leave as is reasonable;

(c) assist the worker to return to the same or equivalent position upon completion of any recovery or treatment program;

(d) take the dependency into account when determining any disciplinary action against the worker.

However, the Company reserves its right to terminate or suspend a worker without pay where the worker:

(a) represents a danger to any person or property;

(b) is unable to carry out his or her duties competently; or

(c) commits a significant breach or repeated breaches of this policy.

## 16. TEMPLATE SOCIAL MEDIA POLICY

**[Click and Type Name of Company] Social Media Policy**

### 16.1 About this policy

(a) **Content**

[Click and Type Name of Company], ABN [Click and Type Company ABN] (**the Company**) respects every worker's right, as a private citizen, to engage in public debate on any issue, whether on the radio, in newspapers, on television or via the internet – this includes social media sites and applications such as Facebook, Instagram and Twitter – and to send and receive text messages.

At the same time, the Company expects each worker (including contractors and employees) to fulfil their obligations and maintain a high standard of professional conduct and ethical behaviour when using social media or using online or other telecommunications platforms.

(b) **Reminders**

Workers need to bear in mind that content posted on social media sites:

(i) is as public as if published in a newspaper or discussed loudly on the bus – indeed, it has the potential to be broadcast across the entire internet, and

(ii) may result in a breach of this policy,

and that any written message can easily be captured and posted online for wider viewing.

(c) **Purpose**

The purpose of this policy is to ensure that all workers understand that using social media *even in your own time* may have work consequences and that you must manage the risks associated with your use of social media to prevent any adverse effect on the Company's reputation or the safety and wellbeing of your co-workers.

This policy is designed to protect the Company and its staff and is not intended to prevent, unduly limit or even discourage you from expressing your opinions or going online.

(d) **Breach**

Employees who do not comply with this policy may be subject to disciplinary action.

You may also be required to remove or amend offending posts/comments, etc.

**16.2 Rules for use of social medial**

(a) **At work and at home**

You are not permitted to use social media during work hours unless you have appropriate authorisation for work-related use.

In addition, the Company will take disciplinary action for inappropriate use of social media *even when you are not on duty and post content in your personal time and outside work hours.*

(b) **No Company-related public comment**

When engaging in public debate on any issue (eg via radio, the internet, newspapers, television or social media sites), you must not):

(i) make a comment as a representative of the Company, unless authorised to do so;

(ii) identify yourself as an employee or representative of the Company, unless authorised to do so; or

(iii) make a comment, regardless of the connection with your duties, that amounts to criticism of the Company which is against the Company's interests.

(c) **No bullying or harassment**

Just as bullying and harassment are not tolerated in our workplace, nor will this behaviour be tolerated if it occurs on a social media site – and this is so regardless of whether it takes place during or outside work hours

Accordingly, you must not post any adverse or critical content about any other co-worker or manager on a social media site, or use a messaging platform to engage in this conduct. This includes offensive, obscene, bullying, discriminatory, hateful, racist, sexist, abusive, harassing, threatening or defamatory content.

You must promptly remove any inappropriate comment or post from your social media site if the Company requests.

(d) **You must not damage the reputation of the Company**

You must not display through social media, opinions, interests or associations which would damage the reputation of the Company.

(e) **No revealing confidential information**

*About the Company*

You must not reveal or discuss via social media (or otherwise) any confidential information you obtain as a worker of the Company. This includes information regarding the Company's operations, business, clients, services, prices, financial position, security, or other activities.

*About others*

You must not identify any other co-worker, manager, customer, supplier or other person associated with the Company, nor publish personal details about them or post any images of them without their permission.

(f) (**No use of the Company's property or premises**

You must not use any Company email address or logo as part of your personal social media activities or post an image of yourself (or any other co-worker) in uniform or carrying out your work duties or post an image of the Company's premises (or any other premises associated with the Company's work, eg customer premises).

## 16.3 Reporting

You must immediately report any breach of this policy to your supervisor or a member of senior management.

## 16.4 Scope

This policy:

(a) applies to all workers (including employees and contractors)

(b) applies whilst work is being performed on the Company's premises and to any other work being performed for the Company (ie on customer premises, etc)

(c) relates to all content you post or share via social media (including text, audio, video, images, podcasts and other multimedia communications) or sent by text message

(d) relates to the use of sites and services such as:

- (i) social networking sites (e.g. Facebook)
- (ii) professional networking services (e.g. LinkedIn)
- (iii) video and photo sharing websites (e.g. Instagram, YouTube)
- (iv) micro-blogging (e.g. Twitter)
- (v) forums and discussion boards (e.g. Reddit)
- (vi) online collaborations (e.g. Wikipedia)

(vii) podcasting

(viii) blogs including corporate blogs and personal blogs

(ix) blogs hosted by traditional media outlets, and

(e) also applies to other social media services (for example services that allow users to create and exchange content and share information and resources via the internet) as they develop in the future.

### 16.5 Security risks

Social media sites can contain a significant amount of personal information. Also, unintended invitees may gain access to your social media site through a linked association (e.g. friend of a friend). Some individuals and organisations (including criminal organisations) use social media to mask their true identity and obtain personal information.

Accordingly, it is in your best interests to ensure that you use appropriate and effective security and privacy, where available, so that access to your sites is restricted. Even so, you need to be aware that, regardless of the security or privacy settings, content can still be made public (e.g. a contact may cut and paste comments onto another site) or may be illegally accessed by cybercriminals.

We recommend that you take care with the type of personal information that you post on social media sites.