



Association of Consulting Architects
The Business of Architecture

Manufacturing & Associated Industries & Occupations Award 2010

Modern Award Number MA 000026

Applies to all employers from 1 January 2010

Wage rates applicable from 1 July 2018

an ACA member resource



prepared by Platinum Employee Relations

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Manufacturing and Associated Industries and Occupations Award 2010

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Part 1—Application and Operation

1. Title

This award is the *Manufacturing and Associated Industries and Occupations Award 2010*.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A—A. The arrangements in Schedule A—A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

adult apprentice means a person of 21 years of age or over at the time of entering into a training contract as provided for in clause 15—Apprentices.

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

agricultural implements, machinery and appliances means farming or pastoral equipment such as harvesters, headers, windmills for the purpose of pumping river or subterranean water, ploughs, harrows, discs, seeders, top-dressers, mowing equipment, mobile irrigation equipment, fruit and vegetable harvesting and sorting equipment and such other equipment as is used mainly or solely in the agricultural and/or pastoral industry.

apprentice includes an adult apprentice

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

boiler attendant or fireperson—first class means a boiler attendant or fireperson who attends to two or more boilers or two or more suction gas generators, or one boiler the evaporation capacity of which attributed thereto by the maker exceeds 5000 kg but less than 45000 kg of steam per hour, or one gas generator supplying a total engine load capacity attributed thereto by the maker of not less than 740 kW.

Bottle merchants means businesses operating bottle yards/collection depots principally collecting bottles, cans, plastic and other packaging materials for drinks.

confined space means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes the following spaces:

- (a) in the case of a ship, inside complete tanks, chain lockers and peaks, under engine beds, under engine room and stockhold floors, or under or inside boilers; and

- (b) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

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

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

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

electric motor attendant means a person who attends to an electric motor or motors of 22 kW or more in the aggregate, and performs any duties of oiling or cleaning or attending to commutators, brushes, fuses or switches.

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

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

engine driver means any person who operates or drives any engine or engines, the motive power of which is either steam, gas, oil, water, compressed air or electricity, and includes any person who is called on in the ordinary course of their duty to do engine driver's work other than simply stopping or starting an engine under the supervision of an engine driver.

engine driver in charge of plant means:

- (c) when two or more drivers are employed at the plant at one time, the engine driver who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
- (d) an engine driver who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more non-certified firepersons; or
- (e) a person who is the only engine driver employed on the plant and who does the general repair work of the plant in addition to the work of engine driving, other than merely assisting a fitter or engineer to do such work; or
- (f) where shifts are worked, the engine driver who in addition to the work of engine driving is directed to carry out the general repair work of the plant, other than merely assisting a fitter or engineer to do such work.

engineering streams are the three broad engineering streams recognised within the classification definitions set out in Schedule B—B namely,

electrical/electronic, mechanical and fabrication. The streams are defined as the:

- (g) **electrical/electronic stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, such as electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, and communication and information processing.
- (h) **mechanical stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments and refrigeration, and the use of related computer controlled equipment, such as Computer Numeric Controlled machine tools.
- (i) **fabrication stream** which includes fabrication in all materials, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing and sheet metal work and the use of related computer controlled equipment.

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

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

fireperson or greaser in charge of plant means a fireperson or greaser who is the only fireperson or greaser employed on the plant and who does the general repair work of the plant in addition to the work of firing or greasing, other than merely assisting a fitter, engine driver or engineer to do such work or a greaser assisting a fireperson to do such work.

greaser or oiler means any person substantially engaged in greasing or oiling any engine, machinery or shafting.

greaser or oiler—first class means a greaser or oiler who under the supervision of an engine driver stops or starts an engine or engines, but does not include any greaser or oiler who does so only in cases of necessity or emergency.

leading boiler attendant or fireperson—first class means:

the boiler attendant or fireperson employed at a plant where three or more firepersons are employed at the same time who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility, but does not include any boiler attendant or fireperson where an engine driver is charged with being in charge of plant; or

the boiler attendant or fireperson employed at a plant where three or more attendants or firepersons are employed at the same time whose duty is to attend to

the water of the boilers that are fitted by two or more of the other boiler attendants or firepersons.

leading boiler attendant or fireperson—second class means:

A.1.1.1 the boiler attendant or fireperson employed at a plant where two boiler attendants or firepersons are employed at the same time who is invested with the superintendence or has to accept the superintendence or responsibility, but does not include any boiler attendant or fireperson where an engine driver is charged with being in charge of the plant; or

the boiler attendant or fireperson employed at a plant where two boiler attendants or firepersons are employed at the same time and whose duty it is to attend to the water of the boilers that are fired by the other fireperson.

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

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

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

production planners are employees who are or who are mainly engaged in either parts of, or a combination of, or all of:

(a) the planning of operations, methods or processes including the estimation of requirements of labour, tools or other equipment or components of goods by engineering processes; or

A.1.1.2 the performing of routine tasks requiring engineering skill or knowledge, such as calculations or analysis of technical information, in trades involving structural engineering or the manufacture of agricultural implements, machine tools, motor cars and other vehicles, or electrical goods and equipment.

radio industry means the industries and trades which are concerned with the manufacture, erection, installation, repair and maintenance of any form of electronic and/or telecommunication equipment, apparatus, appliance or device, and radio has a corresponding meaning.

ship repairs means:

(a) all repair work done on ships; or

(b) all work, other than the making of spare parts and stores, done in a workshop used for ship repairs only; or

(c) work done in a workshop used for ship repairing, general engineering, metal moulding, steel construction and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

special class boiler attendant or fireperson means a boiler attendant or fireperson in charge of boilers with an evaporation capacity of 45000 kg or more per hour.

standard rate means the minimum hourly wage prescribed for the C10 level in clause 24.1(a).

steam engine—first class means a turbine or an engine or engines having a single cylinder with a bore of 300 mm in diameter or over, or having singly or together two or more cylinders the sum of the area of whose bores equals or exceeds the area of a circle 300 mm in diameter.

steam engine—second class means an engine or engines having a single cylinder with a bore less than 300 mm in diameter or having singly or together two or more cylinders the sum of the area of whose bores is less than the area of a circle 300 mm in diameter.

technical workers are employees who are or who are mainly engaged:

(a) in the conducting of scientific or engineering work on:

analytical, investigational, developmental, experimental or research work of a technical nature in connection with chemical, biochemical, physical chemical, bacteriological physics, physical testing or metallurgical processes; or

investigational, developmental, experimental, research or technical control work in manufacturing or pilot plants; or

(b) in assisting in the operations set out in 0 and/or 0 by:

(i) the preparation or care of apparatus or materials; or

(ii) the recording or tabulating of results; or

any other means.

tracers and draughtspersons are employees who are or who are mainly engaged in making drawings from sketches or other data.

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).

vocational fields are the five vocational fields recognised within the classification structure of this award, namely, trade, technical, engineering/manufacturing, supervisor/trainer/coordinator, and professional. The fields are defined as the:

trade field which includes employees who possess as a minimum qualification a trade certificate in any of the engineering streams or a Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades.

technical field which includes:

production planning, including scheduling, work study, and estimating materials, handling systems and like work; or

technical work including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; or

design and draughting and like work.

engineering/manufacturing field which includes employees primarily engaged in production work including production, distribution, stores and warehousing, which does not require a qualification in the trade, technical, professional or supervisory fields.

supervisor/trainer/coordinator field which includes employees who are or who are mainly:

responsible for the work of other employees and/or the provision of on-the-job training including coordination and/or technical guidance; or

responsible for the supervision and/or training of other supervisors or trainers; or

responsible primarily for the exercise of technical skills up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.

professional field includes employees who possess an academic qualification which enables the employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science set out in the Academic Schedule appearing in the *Professional Employees Award 2010*.

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

4. Coverage

4.1 This award covers employers throughout Australia of employees in the Manufacturing and Associated Industries and Occupations who are covered by the classifications in this award and those employees.

4.2 The award does not cover:

(a) an employer who is outside the scope of clause 4.9(a) or (b) unless such employer employs an employee covered by clause 4.9(c) and the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee; or

(b) an employee excluded from award coverage by the Act; or

(c) exempt employers and employees, as set out in clause 4.11.

4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of

the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

- 4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry (or industries) set out in clauses 4.9(a) or (b) in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry (those industries).
- 4.6** This award covers any employer which supplies on-hire employees in occupations set out in clause 4.9(c) covered by classifications in this award and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee.
- 4.7** Clauses 4.5 and 4.6 operate subject to the exclusions from coverage in this award.
- 4.8** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industries and/or parts of industry and/or occupations set out at clause 4.9 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.8 operates subject to the exclusions from coverage in this award.
- 4.9 **Manufacturing and Associated Industries and Occupations** means:**
- (a)** the following industries and parts of industries:
- (i)** the manufacture, making, assembly, processing, treatment, fabrication and preparation of:
- the products, structures, articles, parts or components set out in clause 4.10; or
 - the materials or substances set out in clause 4.10; or
 - any products, structures, articles, parts or components made from, or containing, the materials or substances set out in clause 4.10.

- (ii)** the coating, painting, colouring, varnishing, japanning, lacquering, enamelling, porcelain enamelling, oxidising, glazing, galvanising, electroplating, gilding, bronzing, engraving, cleaning, polishing, tanning, dyeing, treatment and finishing of any of the items referred to in clause 4.9(a)(i).
- (iii)** the repair, refurbishment, reconditioning, maintenance, installation, testing and fault finding of:

 - any of the items referred to in clause 4.9(a)(i); or
 - floor covering; or
 - plant, equipment and buildings (including power supply) in the industries and parts of industries referred to in clauses 4.9(a)(i) and (ii); or
 - plant, equipment and buildings (including power supply) in any other industry.
- (iv)** mechanical and electrical engineering.
- (v)** space tracking.
- (vi)** farriery (other than in the racing industry).
- (vii)** bottle merchants.
- (viii)** the printing and processing of photographs from film.
- (ix)** every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing industries, parts of industries or occupations.
- (x)** handling, sorting, packing, despatching, distribution and transport in connection with any of the foregoing industries or parts of industries.
- (b)** the provision of any of the operations or services set out in clause 4.9(a) on a contract basis by one business to another business, where the first business is independent of the second business.
- (c)** the following occupations:

 - (i)** maintenance employees in the engineering streams.
 - (ii)** technical workers.
 - (iii)** draughtspersons.
 - (iv)** production planners.
 - (v)** trainee engineers.
 - (vi)** trainee scientists.

(vii) engine drivers.

4.10 For the purposes of clause 4.9(a)(i), the products, structures, articles, parts, components, materials and substances include:

- (a) all products made from, or containing, steel, iron, metal, sheet metal, tin, brass, copper and non-ferrous metal.
- (b) melting and smelting of metals.
- (c) articles made from wire and the drawing and insulation of wire.
- (d) industrial gases.
- (e) ships, boats, barges and marine vessels of all descriptions, and components.
- (f) aircraft and components.
- (g) locomotives, rolling stock, railway line and components.
- (h) motor engines, motor cars, motor cycles and other motor driven vehicles and components.
- (i) industrial machinery.
- (j) tools, saws, dies, gauges and moulds.
- (k) electrical, electronic, telecommunications, lighting, radio, television and X-ray products, equipment, apparatus, installations, appliances, devices and signs.
- (l) recording, measuring and controlling devices for electricity, fluids, gases, heat, temperature, pressure, time, weight, mass, etc.
- (m) stoves, ovens, steam cookers, refrigerators, kitchenware, household utensils, irons, radiators, heaters, furniture, toys, sporting goods, perambulators, window frames, agricultural implements, machinery and appliances, safes, strong rooms, wet batteries, dry batteries, metallic containers, canisters, drums, lifts, elevators, air-conditioning plant/equipment, bridges, girders, gates, fences, frames, engine packing, brushes and brooms.
- (n) insulation materials and articles.
- (o) clay and ceramic articles, including but not limited to bricks, refractory bricks, terra cotta products, tiles, pipes, pottery, tableware and flower pots.
- (p) jewellery, watches and clocks (including cases), badges, name-plates, precious metal products and precious stones.
- (q) medical and optical instruments, appliances and equipment, including but not limited to spectacles, contact lenses and artificial limbs.

- (r)** brake linings, disc pads, clutch facings and other friction materials for automotive or other industrial applications.
- (s)** all products made from or containing plastic or rubber, or substitutes for plastic or rubber.
- (t)** synthetic resins, powders, tablets, etc, used in the plastics industry.
- (u)** duperite, bakelite, casein or similar compositions, synthetic rubberlikes, guttaperchalikes, rubberlike plastics, nitrocellulose, celluloid, leathercloth and elastomers.
- (v)** thermoplastics and thermo-setting plastics, cellulose plastics, perspex, cellulose acetate butyrate, polymethyl methacrylate, nylon 66, polyethylene terephthalate, acronitrile-butadiene-styrene, epoxy resins, laminates of all descriptions, polymers of all descriptions and all long chain organic materials generally known as plastics.
- (w)** transmission cables which encompasses power and communication cables (including single strand) whether insulated or not.
- (x)** abrasive wheels and stones, bounded abrasives, articles or goods containing a thermoplastic and/or a thermosetting plastic and allied products.
- (y)** all types of tapes including pressure sensitive tapes, cellulose adhesive tape, masking, cloth, metal, paper, plastic tapes in rolls or sheet form, films, papers or cloth surface coated with abrasives, and abrasive coated materials and abrasive coated and/or uncoated articles of all descriptions, impregnated and/or coated or uncoated films, papers or cloths, plastic ribbons, adhesives, laminates, sealers, coatings and elastic cements, and associated machinery and/or dispensing equipment using any of the above products.
- (z)** gelatine, glue, agar, and their by-products, dried residues, filter earth dextrine and adhesives of all descriptions, and other like materials.
- (aa)** artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis.
- (bb)** fungicides, insecticides, vermin destroyer and weed destroyer (except for spraying, fumigating, poisoning or otherwise applying such substances).
- (cc)** paint, decorative or protective surface coatings or coverings and associated products.
- (dd)** rope, cordage, twine, yarn, thread and braid made from jute or flax and/or any fibre or synthetic fibre in substitution therefore and all products made from such rope, cordage, twine, yarn, thread and braid.
- (ee)** skins, pelts, leather, canvas, fibre, vulcanised fibre, webbing, bark and other tanning extracts and all substitutes and all products made therefrom, including but not limited to saddles, harnesses, whips,

machine belting, sporting goods, travel goods, handbags, wallets, belts, gloves, hats, sails, tents, tarpaulins, umbrellas, parachutes, car seats, gaskets, beach shelters, deck chairs, cargo nets, shipsgear and life jackets.

- (ff) all types of flat glass and fibreglass, and all substitutes, and all products made therefrom including but not limited to flint ware, bottles, containers, jars, bricks, light bulbs, opal ware, pyrex ware, translucent reinforced sheeting, tubing, rods and lamp shades.
- (gg) gypsum, plasterboard, fibre cement and similar materials and all products made therefrom.
- (hh) furnishings made from cane, bamboo and other like materials.
- (ii) upholstery, furnishing drapery, blinds, screens, awnings, mattresses and bedding.
- (jj) flooring products made from other than wood.
- (kk) picture frames made from other than wood.
- (ll) musical instruments made from other than wood.
- (mm) non-food grocery products including candles, soap, soap powders and extracts, soda, blue (washing), boot blacking, boot polish, boot paste, boot stains, blacklead, charcoal, coal dust, cloudy ammonia, dubbin, ebonite shine, furniture polish, glycerine, greasers, harness dressing, harness compounds, ink, knife polish, kindlers, linoleum and oilcloth polish, metal polish, moulders, blacking, oils, phenyle, plumbargo preparations, stove polish, and vaseline.
- (nn) refractory materials.

4.11 Manufacturing and Associated Industries and Occupations does not mean:

- (a) plumbers, unless employed in establishments covered by this award.
- (b) the sugar industry, unless the work is carried out by contractors covered by this award who are performing work in sugar mills, bulk sugar and molasses terminals, sugar refineries and sugar industry research organisations.
- (c) security personnel.
- (d) gardeners.
- (e) cleaners, unless the cleaning work is incidental to the performance of other work covered by this award or the employee is employed most of the time in cleaning work in factories covered by this award, provided that this award does not cover contract cleaning companies.

- (f) with regard to locomotives, rolling stock, railway lines and components, work carried out by employees of a Rail Transport Operator or on-site in the building and construction industry.
- (g) with regard to transmission cables, installation and maintenance work carried out in the power industry, telecommunications industry or on-site in the building and construction industry.
- (h) employees of electrical contractors, being any entity principally engaged in the business of providing electrical services on a contract basis.
- (i) employers or employees engaged in glass and glazing work or glass and glazing contracting covered by the *Joinery and Building Trades Award 2010*.

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

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

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

- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 7.3** The agreement between the employer and the individual employee must:
- (a)** be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b)** result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
- (a)** be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b)** state each term of this award that the employer and the individual employee have agreed to vary;
 - (c)** detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d)** detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e)** state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a)** by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

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

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

- 7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.
- 7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Facilitative provisions

8.1 Agreement to vary award provisions

- (a) This award also contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 8.2, 8.3 and 8.4.
- (b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

8.2 Facilitation by individual agreement

- (a) The following facilitative provisions can be utilised by agreement between an employer and an individual employee:

Clause number	Provision
13.2	Minimum engagement for part-time employees
13.4	Variation to hours of part-time employment
14.2	Minimum engagement for casuals
24.1(g)	Annualised salary arrangement
32.1(c)(iii)	Tool allowance

Clause number	Provision
36.7	Make-up time
38.5	Meal break
40.4	Rest period after overtime
40.10	Rest break
40.13	Time off instead of payment for overtime

- (b)** The agreement reached must be kept by the employer as a time and wages record.

8.3 Facilitation by majority or individual agreement

- (a)** The following facilitative provisions can be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it, or the employer and an individual employee:

Clause number	Provision
14.4(j)	Period for casual election to convert
34.1(b)	Payment of wages
36.2(b)	Ordinary hours of work for day workers on weekends
36.2(c)	Variation to the spread of hours for day workers
36.5(a)	Methods of arranging ordinary working hours
37.2	Variation to the spread of hours for shift workers
38.1(b)	Working in excess of five hours without a meal break
44.2	Substitution of public holidays

- (b)** Where agreement is reached between the employer and the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 8.3(a), the employer must not implement that agreement unless:

- (i)** agreement is also reached between the employer and each individual employee to be covered by the facilitative provision; and
- (ii)** the agreement reached is kept by the employer as a time and wages record.

- (c)** Where no agreement has been sought by the employer with the majority of employees in accordance with clause 8.3(b), the employer may reach agreement with individual employees in the workplace or a section or sections of it and such agreement binds the individual employee provided the agreement reached is kept by the employer as a time and wages record and provided the agreement is only with an individual employee or a number of individual employees less than the majority in the workplace or a section or sections of it.

8.4 Facilitation by majority agreement

- (a) The following facilitative provisions may only be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it:

Clause number	Provision
36.3(c)	Ordinary hours of work, continuous shift workers
36.4(b)	Ordinary hours of work, non-continuous shift workers
36.5(c)	12 hour shifts
37.5(d)	Public holiday shifts
41.2	Conversion of annual leave to hourly entitlement
41.10(g)	Annual close down

- (b) Where agreement is reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 8.4(a), that agreement binds all such employees provided the agreement reached is kept by the employer as a time and wages record.

- (c) Additional safeguard

- (i) An additional safeguard applies to:

Clause number	Provision
34.1(b)	Payment of wages
36.3(c)	Ordinary hours of work, continuous shift workers
36.4(b)	Ordinary hours of work, non-continuous shift workers

- (ii) The additional safeguard requires that the unions which have members employed at an enterprise covered by this award must be informed by the employer of the intention to use the facilitative provision and be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

8.5 Majority vote at the initiation of the employer

A vote of employees in the workplace or a section or sections of it which is taken in accordance with clauses 8.3(a) and 8.4 to determine if there is majority employee support for the implementation of a facilitative provision, is of no effect unless taken with the agreement of the employer.

9. Consultation

9.1 Consultation regarding major workplace change

(a) Employer to notify

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

(b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1(a)
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:

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

10. Dispute resolution

- 10.1** In the event of a dispute in relation to a matter arising under this award, or a dispute in relation to the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 10.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 10.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

10.6 While the dispute resolution procedure is being conducted work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

11. Dispute resolution procedure training leave

11.1 Subject to clauses 11.7, 11.8 and 11.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant agreement which provides it is to be read in conjunction with this award.

11.2 An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.

11.3 The notice to the employer must include details of the type, content and duration of the course to be attended.

11.4 The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.

11.5 An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.

11.6 Leave of absence granted pursuant to clause 11—Dispute resolution procedure training leave counts as service for all purposes of this award.

11.7 For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an **eligible employee representative** is an employee:

- (a)** who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and

- (b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

Number of employees employed by the employer in an enterprise or workplace	Maximum number of eligible employee representatives entitled per year
5–15	1
16–30	2
31–50	3
51–90	4
More than 90	5

- 11.8** Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 11.9** For the purpose of applying the quota table, **employees employed by the employer in an enterprise or workplace** are full-time and part-time employees, and casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 10—Dispute resolution applies.

Part 3—Types of Employment and Termination of Employment

12. Full-time employment

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

13. Part-time employment

- 13.1** An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 13.2** A part-time employee must be engaged for a minimum of three consecutive hours a shift. In order to meet their personal circumstances, a part-time employee may request and the employer

may agree to an engagement for less than the minimum of three hours.

13.3 Before commencing part-time employment, the employee and employer must agree in writing:

- (a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
- (b) on the classification applying to the work to be performed in accordance with Schedule B—B.

13.4 The terms of the agreement in clause 13.3 may be varied by consent in writing.

13.5 The agreement under clause 13.3 or any variation to it under clause 13.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.

13.6 Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 13.3 and 13.4.

13.7 The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

13.8 A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 13.3 and 13.4 must be paid overtime in accordance with clause 40—Overtime.

13.9 Public holidays

- (a) Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day.
- (b) Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 32.4(e), 36.2(f), 37.5 and 40.9.

14. Casual employment

14.1 A casual employee is one engaged and paid as such. A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of one thirty-eighth of the minimum weekly wage prescribed in clause 24.1(a) for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate.

- 14.2** On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum of four hours.
- 14.3** An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level and rate of pay and the likely number of hours required.
- 14.4** Casual conversion to full-time or part-time employment
- (a)** A casual employee, other than an **irregular casual employee**, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
 - (b)** Every employer of such an employee must give the employee notice in writing of the provisions of clause 14.4 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 14.4 if the employer fails to comply with clause 14.4(b).
 - (c)** Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
 - (d)** Any casual employee who has a right to elect under clause 14.4(a), on receiving notice under clause 14.4(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
 - (e)** Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
 - (f)** If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 14.4(d), the employer and employee must, subject to clause 14.4(d), discuss and agree on:
 - (i)** which form of employment the employee will convert to, being full-time or part-time; and

- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 13—Part-time employment.
 - (g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
 - (h) Following such agreement being reached, the employee converts to full-time or part-time employment.
 - (i) Where, in accordance with clause 14.4(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
 - (j) Subject to clause 8.3, by agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 14.4(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 14.4(a).
 - (k) For the purposes of clause 14.4, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 14.5** An employee must not be engaged and re-engaged to avoid any obligation under this award.

15. Apprentices

- 15.1** The terms of this award apply to apprentices, including adult apprentices, except where otherwise stated. Apprentices may be engaged in trades or occupations that are provided for in clause 15—Apprentices where declared or recognised by an apprenticeship authority. Subject to appropriate State legislation, an employer will not employ an unapprenticed junior in a trade or occupation provided for in clause 15—Apprentices.

- 15.2** For the purposes of clause 15—Apprentices, **apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship.
- 15.3** In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.
- 15.4** An apprentice may be engaged under a training contract approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training contract is consistent with that established for the vocation in the training package determined from time to time by Manufacturing Skills Australia or its successors and endorsed by the National Skills Standards Council or its successor. Such apprenticeships include but are not limited to the following trades: Engineering Tradesperson (Mechanical), Engineering Tradesperson (Fabrication), Engineering Tradesperson (Electrical/Electronic), Higher Engineering Tradesperson and Advanced Engineering Tradesperson. An apprentice may also be engaged where the qualification outcome specified in the training contract is consistent with the qualifications established for electrical vocations within the relevant electrical/utilities training package and endorsed by the National Skills Standards Council or its successor.
- 15.5** In respect of apprenticeships for Higher Engineering Tradesperson and Advanced Engineering Tradesperson:
- (a)** The classification on completion of a Higher Engineering Tradesperson apprenticeship is as a minimum the C10 level. Where the apprentice is offered employment at the completion of their apprenticeship and such employment is in the area of the apprenticeship training, such that they are exercising or will be required to exercise the skills and knowledge gained during their apprenticeship necessary for a C7 level of work, they must be classified at the C7 level.
 - (b)** The training program for each Higher Engineering Tradesperson apprentice is to be consistent with the minimum training requirement for the classification of the C7 level Special Class Tradesperson, as determined from time to time by Manufacturing Skills Australia and as endorsed by the National Skills Standards Council. Each apprentice must also complete the requirements for a trade certificate as defined in clause 15.4, as part of the training program leading to the completion of the Certificate IV in Engineering.
 - (c)** The training program for each Advanced Engineering Tradesperson apprentice is to be consistent with the minimum training requirement for the classification of the C5 level Advanced Engineering Tradesperson, as determined from time to time by Manufacturing Skills Australia and as endorsed by the National Skills Standard Council. Each apprentice

must also complete the requirements for a trade certificate as defined in clause 15.4, and a Certificate IV in Engineering as part of the training program leading to the completion of the Diploma of Engineering.

- 15.6** Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.
- 15.7** The nominal period of the apprenticeship is four years, however this period may be varied as follows:
- (a)** to make up for lost time as set out in clause 15.16; and/or
 - (b)** with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired; and/or
 - (c)** it may be extended by up to six months in Stage 3 and 12 months in Stage 4 in the Advanced Engineering Tradesperson apprenticeship where required to complete the competencies.
- 15.8** Notwithstanding the nominal period, the apprenticeship is completed in a shorter period when:
- (a)** the qualification specified in the training contract is successfully completed; and
 - (b)** the apprentice has the necessary practical experience to achieve competency in the skills covered by the training contract, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory apprenticeship authority for determination; and
 - (c)** the requirements of the relevant State/Territory apprenticeship authority and any requirements of Manufacturing Skills Australia with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (d)** with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- 15.9** An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training contract and the requirements of State legislation and the apprenticeship authority.

15.10 The probationary period of an apprentice is as set out in the training contract consistent with the requirement of the apprenticeship authority and with State legislation but must not exceed three months.

15.11 Apprentice conditions of employment

(a) Except as provided in clause 15—Apprentices or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

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

(ii) Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This clause operates subject to the provisions of Schedule C—CSchool-based Apprentices.

(iii) The notice of termination provisions of the NES apply to apprentices. The redundancy provisions of the NES do not apply to apprentices.

(b) Payment of fees and textbooks

(i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within 3 months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress;

(ii) Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 15.11(b)(i) above.

(c) Travel payment for block release training

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

apprentice in the course of travelling to and from such training Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (ii) For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii) The amount payable by an employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

15.12 The ordinary hours of employment of apprentices in each enterprise are not to exceed those of the relevant tradesperson.

15.13 The minimum wages applying to apprenticeships are dealt with in clause 25—Apprentices minimum wages and no apprentice is to work under a system of payment by results.

15.14 In order to undertake trade training in accordance with clauses 15.4 and 15.5 a person must be a party to a training contract in accordance with the requirements of the apprenticeship authority or State legislation. The employer must provide and/or provide access to training consistent with the training contract without loss of pay.

15.15 An apprentice under the age of 18 years is not required to work overtime or shiftwork unless such an apprentice so desires. No apprentice, except in an emergency, is to work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with their training agreement.

15.16 Extension of nominal term

- (a) The nominal period of the apprenticeship is extended by an additional day for each day of absence during each year of the apprenticeship, except in respect of absences due to annual leave or long service leave.

- (b)** Periods of paid personal/carer's leave which total ten or less days in any apprenticeship year do not extend the nominal period of the apprenticeship.
- (c)** Except where the apprentice meets the competency requirements to progress to the next stage as set out in clause 25.7 the following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

15.17 Any person engaged as an apprentice as at 1 January 2010 is deemed to be an apprentice for all purposes of this award until the completion or cancellation of their apprenticeship training contract.

15.18 Competency based progression

- (a)** For the purpose of competency based wage progression in clauses 25 and 26 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i)** competency has been achieved in the relevant proportion of the total units of competency specified in clause 25.7 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii)** any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii)** either:
 - (A)** the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B)** the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b)** If the employer disagrees with the assessment of the RTO referred to in clause 15.18(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the

dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.

- (c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 15.18(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 15.18(a)(iii) or on a date as determined under the dispute resolution process in clause 15.18(b).

16. School-based apprentices

See Schedule C—C.

17. Cadets

17.1 Cadets in the technical field

The terms of this award apply to cadets in the technical field except where otherwise stated in this award. A **cadet** is a person without prior experience in the Manufacturing and Associated Industries and Occupations or other relevant experience who is employed under a contract of training with an employer to complete the training qualification for the C3 level, being an advanced diploma or equivalent. The cadet must have achieved 50% of the modules required for the qualification as a full-time or part-time student before commencing employment with the employer.

17.2 Technology cadets

- (a) For the purposes of clause 17.2:
 - (i) **Approved Training** means training which is specified in the training plan which is part of the training contract registered with the relevant State or Territory Training Authority. It includes training and assessment undertaken both on and off-the-job in a Technology Cadetship and involves formal instruction, both theoretical and practical, supervised practice and assessment. The training reflects the requirements of the Technology Cadetship from the relevant Training Package endorsed by the

National Skills Standards Council and leads to a qualification under the Australian Qualifications Framework.

- (ii) **Technology Cadet** means a person who is undertaking a Technology Cadetship. The person is a signatory to a training contract registered with the relevant State or Territory Training Authority and is involved in paid work and structured training which may be on or off-the-job. A Technology Cadet does not include a person who already has the qualification to which the Technology Cadetship is directed or a person engaged as an apprentice, trainee or cadet under this award.
- (iii) **Relevant State or Territory legislation** means the following legislation or any successor legislation:
- In the **Australian Capital Territory**, the *Vocational Education and Training Act 1995* (ACT).
 - In **New South Wales**, the *Apprenticeship and Traineeship Act 2001* (NSW).
 - In the **Northern Territory**, the *Northern Territory Employment and Training Authority Act 1991* (NT).
 - In **Queensland**, the *Training and Employment Act 2000* (Qld).
 - In **South Australia**, the *Training and Skills Development Act 2008* (SA).
 - In **Tasmania**, the *Vocational Education and Training Act 1994* (Tas).
 - In **Victoria**, the *Vocational Education and Training Act 1990* (Vic).
 - In **Western Australia**, the *Vocational Education and Training Act 1996* (WA).
- (iv) **Relevant State or Territory Training Authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to Technology Cadetships and register training agreements under the relevant State or Territory vocational education and training legislation.
- (v) **Technology Cadetship** means a system of employment and training which has been approved by the relevant State or Territory Training Authority and endorsed by the National Skills Standards Council at AQF 3 Level or above and that leads to a qualification as a Technology Cadet in a National Training Package which is consistent with that determined from time to time by Manufacturing Skills Australia or a predecessor body.
- (vi) **Training contract** means a contract for employment and training in a Technology Cadetship made between an employer and a

Technology Cadet which is approved by and/or registered with the relevant State or Territory Training Authority.

(vii) Training Package means the competency standards, assessment guidelines and Australian Qualifications Framework qualifications endorsed for an industry or enterprise by the National Training Quality Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.

(viii) Training Plan means a program of training which forms part of the training contract registered with the relevant State or Territory Training Authority.

(b) The Technology Cadetship consists of four Stages. A Technology Cadet may enter the Technology Cadetship at Stage 1, 2, 3 or 4 provided that the entry requirements for the relevant stage are met. Progression through the Technology Cadetship is competency based. Where on-the-job training, off-the-job training and assessment has been successfully completed for a particular stage, by agreement between the employer and the Technology Cadet in writing and with the consent of the relevant State or Territory Training Authority, the relevant stage of the Cadetship will conclude. The entry and progression requirements and the maximum duration for each stage of the Technology Cadetship are set out in the following table:

Classification	Entry and progression requirements	Maximum duration of technology cadetship
Technology Cadet - Stage 1	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 3 Level. At the conclusion of this Stage the person will have successfully completed the qualification.	Subject to clause 17.2(d) Stage 1 of the Technology Cadetship must not exceed 12 months. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.

Classification	Entry and progression requirements	Maximum duration of technology cadetship
Technology Cadet – Stage 2	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 4 Level. At the conclusion of this Stage the person will have successfully completed the qualification.	<p>Where a Technology Cadet has completed Stage 1 and progresses to Stage 2 then, subject to clause 17.2(d), Stage 2 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p> <p>Where a Technology Cadet enters the Cadetship at Stage 2 then, subject to clause 17.2(d), Stage 2 of the Technology Cadetship must not exceed two years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to two and a half years.</p>
Technology Cadet – Stage 3	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 5 Level. At the conclusion of this stage the person will have successfully completed the qualification.	<p>Where a Technology Cadet has completed Stage 2 and progresses to Stage 3 then, subject to clause 17.2(d), Stage 3 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p> <p>Where a Technology Cadet enters the Cadetship at Stage 3 then, subject to clause 17.2(d), Stage 3 of the Technology Cadetship must not exceed three years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to three and a half years.</p>
Technology Cadet – Stage 4	A person at this level is undertaking a contract of training as a Technology Cadet at AQF 6 Level. At the conclusion of this Stage the person will have successfully completed the qualification.	<p>Where a Technology Cadet has completed Stage 3 and progresses to Stage 4 then, subject to clause 17.2(d), Stage 4 of the Technology Cadetship must not exceed one year. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to 18 months.</p>

Classification	Entry and progression requirements	Maximum duration of technology cadetship
		<p>Where a Technology Cadet enters the Cadetship at Stage 4 then, subject to clause 17.2(d), Stage 4 of the Technology Cadetship must not exceed four years. Provided that, where there has been unsatisfactory progress in training, this period may be extended by agreement between the employer and the Technology Cadet to four and a half years.</p>
	<p>(c) Over the period of the Technology Cadetship, the Technology Cadet will spend an average of at least 20% of their time in approved training.</p> <p>(d) Subject to clause 17.2(b), a Technology Cadet may be required by the employer to serve an additional day for each day of absence, except in respect of absences due to annual leave, long service leave, paid bereavement leave and public holidays. Any overtime that has been worked by the Technology Cadet must be credited when calculating the additional time that needs to be worked. The next stage of the Technology Cadetship must not commence until the additional days have been worked. Further, a person is not entitled to the wage rate for the next year within a stage of the Technology Cadetship until the additional days have been worked.</p> <p>(e) Reasonable overtime may be worked by the Technology Cadet provided that it does not affect the successful completion of the approved training. No Technology Cadet is to work overtime or shiftwork on their own unless consistent with the provisions of this award.</p> <p>(f) No Technology Cadet is to work shiftwork unless the shiftwork makes satisfactory provision for approved training.</p> <p>(g) A Technology Cadet is subject to a satisfactory probation period of up to three months which may be reduced at the discretion of the employer.</p> <p>(h) Technology Cadets who fail to either complete the Technology Cadetship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the Technology Cadetship are not entitled to notice of termination or redundancy pay. Provided that, where a Technology Cadet was employed by an employer immediately prior to becoming a Technology Cadet with that employer and the employer terminates the employment of such Technology Cadet, they must receive:</p> <ul style="list-style-type: none"> • notice of termination in accordance with the NES if their employment is terminated for a reason other than redundancy; or 	

- notice of termination and redundancy pay in accordance with the NES if their employment is terminated by reason of redundancy.
- (i) Subject to clause 17.2(h), termination of employment of Technology Cadets is dealt with in the training contract or in the relevant State or Territory training legislation. An employer initiating such action must give written notice to the Technology Cadet at the time the action is commenced.
- (j) The Technology Cadet is permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training. Where the employment of a Technology Cadet by an employer is continued after the completion of the Technology Cadetship, the Technology Cadetship period must be counted as service for the purposes of any relevant award or legislative entitlements.

18. Trainees

- 18.1** The terms of this award apply to trainees covered by the National Training Wage provisions, trainees in the technical field and trainee engineers and trainee scientists, except where otherwise stated in this award.
- 18.2** A trainee in the technical field must be allowed reasonable time (not exceeding an average of eight hours per week during a school term) for the purpose of attending classes in connection with the appropriate certificate course on the same basis as apprentices in the establishment are allowed time off for day time schooling. For this purpose, years of experience as a trainee is equivalent to years of apprenticeship.
- 18.3** The course of study each year for a trainee engineer or trainee scientist must be agreed between the employer and trainee so that the maximum attendance at the approved educational institution does not exceed three nights per week of two hours' lecture or three hours' practical work each. All other time necessary for attendance at the approved educational institution to permit compliance with the syllabus thereat must be allowed off during the day without loss of pay. In the event of disagreement between the employer and the trainee regarding the course of study for any year, the recommendation of the educational institution must be accepted.
- 18.4** A trainee engineer or trainee scientist is not obliged to work overtime when it interferes with studies and no trainee engineer or trainee scientist is to be employed on shiftwork except at their own request during academic vacations.

18.5 A trainee engineer or trainee scientist is to be allowed reasonable leave of absence without loss of pay for the purpose of sitting for examination in any subject or subjects being studied for the year.

19. Unapprenticed juniors

The terms of this award apply to unapprenticed juniors except where otherwise stated in this award.

20. Absence from duty

Unless a provision of this award or the Act states otherwise, an employee not attending for duty loses their pay for the actual time of such non-attendance.

21. Abandonment of employment

21.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer is prima facie evidence that the employee has abandoned their employment.

21.2 If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

21.3 Termination of employment by abandonment in accordance with clause 21—Abandonment of employment operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

22. Termination of employment

22.1 Notice of termination is provided for in the NES.

22.2 Notice of termination by an employee

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

22.3 Job search entitlement

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

23. Redundancy

23.1 Redundancy pay is provided for in the NES.

23.2 Transitional provision – notional agreement preserving a State award

23.2 Small furnishing employer

- (a) For the purposes of clause 23.2(b), **small employer** means an employer to whom Subdivision B of Division 11 of the NES does not apply because of the provisions of s.121(1)(b) of the Act.
- (b) Despite the terms of s.121(1)(b) of the Act, the remaining provisions of Subdivisions B and C of Division 11 of the NES apply in relation to an employee of a small employer who performs any of the work within the Manufacturing and Associated Industries and Occupations which immediately prior to 1 January 2010 was in clauses 6.1 to 6.6 of the *Furnishing Industry National Award 2003*, except that the amount of redundancy pay to which such an employee is entitled must be calculated in accordance with the following table:

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 and over	8 weeks pay

23.3 Transitional provisions – Division 2B State employees

23.3 Transfer to lower paid duties

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

23.4 Transitional provision – small employer of engine drivers in the Australian Capital Territory

23.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 23—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

23.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 22.3.

Part 4—Minimum Wages and Related Matters

24. Classifications and adult minimum wages

24.1 Adult employee minimum wages

- (a) The classifications and minimum wages for an adult employee, other than one specified in clause 24.1(c), are set out in the following table:

Classification level	Minimum weekly wage	Minimum hourly wage
	\$	\$
C14	719.20	18.93
C13	739.90	19.47
C12	768.30	20.22
C11	794.70	20.91
C10	837.40	22.04
C9	863.60	22.73
C8	889.90	23.42
C7	913.70	24.04
C6	960.00	25.26

Classification level	Minimum weekly wage	Minimum hourly wage
	\$	\$
C5	979.60	25.78
C4	1005.90	26.47
C3	1058.60	27.86
C2(a)	1085.00	28.55
C2(b)	1132.40	29.80

- (b)** For the purposes of clause 24.1(a), any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.
- (c)** The following adult employees are not entitled to the minimum wages set out in the table in clause 24.1(a):
- (i)** an adult apprentice (see clause 26—Adult apprentice minimum wages);
 - (ii)** a trainee (see clause 28—Trainee minimum wages);
 - (iii)** an employee receiving a supported wage (see 0E); and
 - (iv)** an employee covered by clauses 24.1(e), (f) or (g) and 32.1(f).
- (d)** Phasing in of wage rates for employees without relevant work experience

An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the Manufacturing and Associated Industries and Occupations or other relevant work experience must be paid in accordance with the following formula:

Qualification	Years of relevant experience	% of relevant classification level
Advanced Certificate or National Diploma	0	77% of C5 level
	1	85% of C5 level
	2	96% of C5 level
	3	100% of C5 level
Associate Diploma or National Advanced Diploma	0	72% of C3 level
	1	79% of C3 level
	2	89% of C3 level
	3	93% of C3 level

Qualification	Years of relevant experience	% of relevant classification level
	4	100% of C3 level

- (e) An employee commencing work in the technical field who is without the appropriate qualification for the C10 level or above (or who is undertaking training in the qualifications prescribed) and who has not met the equivalent standard in accordance with clause 24.1(d) but who otherwise meets the requirements of the relevant classification definition must be paid in accordance with the following formula:

Years of relevant experience	% of C9 level
0	83
1	88
2	95
3	100

- (f) Supervisor/Trainer/Coordinator—Levels I and II
- (i) The minimum hourly wage for a Supervisor/Trainer/Coordinator—Level I is 122% of the minimum hourly wage paid to the highest technically qualified employee supervised or trained or 104.3% of the [standard rate](#) per hour, whichever is the higher.
- (ii) The minimum hourly wage for a Supervisor/Trainer/Coordinator—Level II is 115% of the minimum hourly wage paid to the highest paid employee supervised or trained or 113.1% of the [standard rate](#) per hour, whichever is the higher.
- (g) Annualised salary arrangement for Supervisor/Trainer/Coordinator—Levels I and II
- (i) Notwithstanding clause 24.1(f), an employer and an individual employee who is a Supervisor/Trainer/Coordinator Level I or II (as defined in 00 and 0 of the definition of the supervisor/trainer/coordinator field in clause 3.1) may agree to implement an annualised salary arrangement for the employee. The terms the employer and the individual employee may agree to incorporate within the annualised salary arrangement are:
- minimum wages;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loadings; and

- payment of wages.
- (ii)** An employee's salary must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the factors in clause 24.1(g)(i).
- (iii)** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (iv)** The agreement between the employer and the individual employee must:
 - be confined to an annualised salary arrangement incorporating any or all of the terms in clause 24.1(g)(i); and
 - not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- (v)** For the purposes of clause 24.1(g)(i) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:
 - the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
 - the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- (vi)** The agreement between the employer and the individual employee must also:
 - be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - state each term of this award that the employer and the individual employee have agreed to incorporate within the agreement;
 - detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - state the date the agreement commences to operate.
- (vii)** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

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

(ix) The agreement may be terminated:

- by the employer or the individual employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- at any time, by written agreement between the employer and the individual employee.

24.2 Higher duties

An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift. If engaged for two hours or less during one day or shift, they must be paid the higher minimum wage for the time so worked.

24.3 Classification definitions and skill based career paths

- (a)** The definitions of the classifications referred to in clause 24.1 are set out in Schedule B—B.
- (b)** Procedure for classifying employees covered by the National Metal and Engineering Competency Standards
- (i)** Procedures for classifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide (the Guide) distributed by Manufacturing Skills Australia "MSA" (www.mskills.com.au).
- (ii)** Where there is agreement to implement the competency standards at the enterprise, or in the event that the classification of an employee is called into question, the issue is to be settled by the application of competency standards in accordance with clause 24.3(b) and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clause 24.3(b)(iii).
- (iii)** Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work, the employee must be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training

requirement not being regarded as relevant for an employee's work.

(iv) Other provisions to be followed where competency standards are being implemented in an enterprise are that:

- management and employee representatives responsible for overseeing the implementation of competency standards within an enterprise must be given access to briefing and/or training courses on the competency standards and their implementation prior to implementation; and
- such briefings and/or training courses on the competency standards and their implementation must be approved by Manufacturing Skills Australia and can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a Manufacturing Skills Australia recognised provider with the approval of the relevant parties at the enterprise, provided that this does not exclude the delivery of additional training or advice by the parties or Manufacturing Skills Australia to an enterprise.

(v) Points to be assigned to classification levels

The points to be assigned to the classification levels under this award are as contained in the following table:

Classification level	Recommended points
C14	-
C13	-
C12	Mandatory units plus 30 points
C11	Mandatory units plus 53 points
C10	Mandatory units plus 76 points
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10 including mandatory units
C4	Standards to be finalised
C3	Standards to be finalised
C2a	Standards to be finalised
C2b	Standards to be finalised

(vi) Where competency requirements for a classification level are not expressed in points, the classification level of an employee is to be determined on the basis of the relative proportion of competencies in the National Metal and Engineering Competency Standards held and utilised by the employee which are equivalent to the specified minimum training requirements in a classification level. Clauses 24.3(b)(i), (ii), (iii) and (iv) also apply.

(c) Procedure for classifying employees not classified by clause 24.3(b)

Where an employee's level is not determined by the Metal and Engineering competency standards, the classification level is to be determined by the classification structure and definitions at Schedule B.1 to B.3 and by reference to the indicative tasks in Schedule B.4.

25. Apprentice minimum wages

25.1 Minimum wage rates for apprentices commencing or continuing an apprenticeship prior to 1 January 2014

For apprentices who commenced their apprenticeship prior to 1 January 2014 the minimum wages for an apprentice, except as provided for in clause 26—Adult apprentice minimum wages, are as set out in the following table, provided that progression through the stages set out in this table is in accordance with clause 25.7:

Relevant attribute of the person at the time of entering into a training agreement as an apprentice

Stage of apprenticeship	Column 1 Completed Year 10 or less		Column 2 Completed Year 11		Column 3 Completed Year 12		Column 4 Adult (i.e. 21 years of age or over)	
	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage	Minimum weekly wage	Minimum hourly wage
	\$	\$	\$	\$	\$	\$	\$	\$
Stage 1	351.71	9.26	404.28	10.64	423.90	11.16	634.70	16.70
Stage 2	460.57	12.12	460.57	12.12	493.30	12.98	719.20	18.93
Stage 3	628.05	16.53	628.05	16.53	628.05	16.53	739.90	19.47
Stage 4	739.91	19.39	736.91	19.39	768.30	20.22	768.30	20.22

25.2 The tables in clauses 25.1 and 25.6 apply to a Higher Engineering Tradesperson apprentice and an Advanced Engineering Tradesperson apprentice except that in Stage 4 a Higher Engineering Trade apprentice must receive a minimum wage of 88% of the C7 level and

an Advanced Engineering Tradesperson apprentice must receive a minimum wage of 88% of the C5 level.

- 25.3** An apprentice who completes a Diploma of Engineering qualification must be paid 95% of the C5 level minimum wage in the first year after completion of the apprenticeship and subsequently at the C5 level rate of pay, provided that the qualification is relevant to the employment.
- 25.4** An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was apprenticed must be paid at not less than the minimum wage prescribed for the classification.
- 25.5** The minimum wages in the table in clause 25.1 are established on the following basis:

Relevant attribute of the person at the time of entering into a training agreement as an apprentice

Stage of apprenticeship	Column 1	Column 2	Column 3	Column 4
	Completed Year 10 or less	Completed Year 11	Completed Year 12	Adult (i.e. 21 years of age or over)
Stage 1	42% of the C10 trades rate	80% of the unapprenticed junior rate under this award for an 18 year old	The relevant rate applicable to a trainee commencing after year 12 under National Training Wage Skill Level A.	National Training Wage Traineeship Skill Level B exit rate.
Stage 2	55% of the C10 trades rate	55% of the C10 trades rate	The relevant rate applicable to a trainee commencing at year 12 plus one year under National Training Wage Skill Level A.	C14 rate
Stage 3	75% of the C10 trades rate	75% of the C10 trades rate	75% of the C10 rate	C13 rate
Stage 4	88% of the C10 trades rate	88% of the C10 trades rate	C12 rate	C12 rate

25.6 Minimum wages for apprentices commencing an apprenticeship on and from 1 January 2014

The minimum wages for apprentices who commenced an apprenticeship on and from 1 January, 2014 except as provided for in clause 26—Adult apprentice minimum wages, are as set out below, provided that progression through the stages set out in this table is in accordance with clause 25.7.

Stage of apprenticeship	Column 1 Has not completed Year 12			Column 2 Has completed Year 12			Column 3 Adult apprentice		
	% of C10	Min weekly wage	Hourly rate	% of C10 or classification	Min weekly wage	Hourly rate	% of C10 or classification	Min weekly rate	Hourly rate
	%	\$	\$	%	\$	\$		\$	\$
1	50	418.70	11.02	55	460.57	12.12	80	669.92	17.63
2	60	502.44	13.22	65	544.31	14.32	C14	719.20	18.93
3	75	628.05	16.53	75	628.05	16.53	C13	739.90	19.47
4	88	418.70	11.02	C12	768.30	20.22	C12	768.30	20.22

25.7 Conditions for progression through each stage

The minimum wages for each stage of the apprenticeship are set out in clauses 25.1 and 25.6. The conditions for progression to each stage are set out in the following tables:

- (a) **Engineering Tradesperson**—Where the training plan provides for the completion of a relevant AQF III qualification

Stage of apprenticeship	Entry, exit and progression requirements
Stage 1	<p>Entry Nil entry requirements.</p> <p>Exit There is no exit point at this stage.</p>
Stage 2	<p>Entry An apprentice enters Stage 2:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 25% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or <input type="checkbox"/> 12 months after commencing the apprenticeship, subject to clause 15.16; <p>whichever is earlier.</p>

Stage of apprenticeship	Entry, exit and progression requirements
	<p>Exit</p> <p>There is no exit point at this stage.</p>
Stage 3	<p>Entry</p> <p>An apprentice enters Stage 3:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 50% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or <input type="checkbox"/> 12 months after commencing Stage 2, subject to clause 15.16; <p>whichever is earlier.</p> <p>Exit</p> <p>There is no exit point at this stage.</p>
Stage 4	<p>Entry</p> <p>An apprentice enters Stage 4:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 75% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or <input type="checkbox"/> 12 months after commencing Stage 3, subject to clause 15.16; <p>whichever is earlier.</p> <p>Exit</p> <p>Upon the attainment of 100% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan and subject to clauses 15.6, 15.7, 15.8 and 15.16, an apprentice will exit with the relevant AQF Certificate III qualification.</p>

(b) Higher Engineering Tradesperson—Where the training plan provides for the completion of a relevant AQF IV qualification

Stage of apprenticeship	Entry, exit and progression requirements
Stage 1	<p>Entry</p> <p>Nil entry requirements.</p> <p>Exit</p> <p>There is no exit point at this stage.</p>
Stage 2	<p>Entry</p> <p>An apprentice enters Stage 2:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 25% of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan; or <input type="checkbox"/> 12 months after commencing the apprenticeship, subject to clause 15.16; <p>whichever is earlier.</p>

Stage of apprenticeship	Entry, exit and progression requirements
	<p>Exit</p> <p>There is no exit point at this stage.</p>
Stage 3	<p>Entry</p> <p>An apprentice enters Stage 3:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 50% of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan; or <input type="checkbox"/> 12 months after commencing Stage 2, subject to clause 15.16; <p>whichever is earlier.</p> <p>Exit</p> <p>Upon the attainment of 75% of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 15.6, 15.7, 15.8 and 15.16, an apprentice will exit with the relevant AQF Certificate III qualification.</p>
Stage 4	<p>Entry</p> <p>An apprentice enters Stage 4:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 75% of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan; or <input type="checkbox"/> 12 months after commencing Stage 3, subject to clause 15.16, <p>whichever is earlier.</p> <p>Exit</p> <p>Upon the attainment of 100% of the total competency points for the relevant AQF Certificate IV qualification specified in the training plan and subject to clauses 15.6, 15.7, 15.8 and 15.16, an apprentice will exit with the relevant AQF Certificate IV qualification.</p>

(c) Advanced Engineering Tradesperson—Where the training plan provides for the completion of a relevant AQF V qualification

Stage of apprenticeship	Entry, exit and progression requirements
Stage 1	<p>Entry</p> <p>Nil entry requirements.</p> <p>Exit</p> <p>There is no exit point at this stage.</p>
Stage 2	<p>Entry</p> <p>An apprentice enters Stage 2:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 25% of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or

Stage of apprenticeship	<p>Entry, exit and progression requirements</p> <ul style="list-style-type: none"> <input type="checkbox"/> 12 months after commencing the apprenticeship, subject to clause 15.16; <p>whichever is earlier.</p> <p>Exit</p> <p>There is no exit point at this stage.</p>
Stage 3	<p>Entry</p> <p>An apprentice enters Stage 3:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on attainment of 50% of the total competency points for the relevant Diploma of Engineering qualification specified in the training plan; or <input type="checkbox"/> 12 months after commencing Stage 2, subject to clause 15.16; <p>whichever is earlier.</p> <p>Exit</p> <p>Upon the attainment of 75% of the total competency points for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 15.6, 15.7, 15.8 and 15.16, an apprentice may exit with the relevant AQF Certificate III and/or AQF Certificate IV qualification.</p>
Stage 4	<p>Entry</p> <p>An apprentice enters Stage 4:</p> <ul style="list-style-type: none"> <input type="checkbox"/> on the attainment of 75% of the total competency points for the relevant AQF Diploma specified in the training plan; or <input type="checkbox"/> 12 months after commencing Stage 3, subject to clause 15.16; <p>whichever is earlier.</p> <p>Exit</p> <p>Upon the attainment of 100% of the total competency points for the relevant AQF Diploma qualification specified in the training plan and subject to clauses 15.6, 15.7, 15.8 and 15.16, an apprentice will exit with a relevant AQF Diploma qualification.</p>

26. Adult apprentice minimum wages

- 26.1** A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training contract. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in

clause 24.1 in which the adult apprentice was engaged immediately prior to entering into the training contract.

26.2 Subject to clause 26.1, the minimum wages for an adult apprentice are set out in Column 4 of the table in clause 25.1 and Column 3 of the table in clause 25.6 as determined by the relevant time period.

27. Cadet minimum wages

27.1 Cadet in the technical field

(a) The minimum wages for a cadet in the technical field are:

Year	% of C3 Level
First year of contract of training	40
Second year of contract of training	55
Third year of contract of training	70

(b) The cadet is not entitled to be classified at the C3 level and paid 100% of the C3 level minimum wage, notwithstanding the fact that the qualification may have been obtained, until the three year program is completed and the requirements of the C3 level definition are met.

27.2 Technology cadet minimum wages

(a) The minimum wages for a technology cadet are:

Stage of technology cadetship	Technology cadets who completed Year 12, three or more years ago or who completed Year 10 or 11, four or more years ago	Other technology cadets
Technology cadets: <ul style="list-style-type: none"> • who are undertaking stage 1; or • who entered the cadetship at stage 2, 3 or 4 and are in the first year of training. 	70% of the C9 rate	53% of the C9 rate
Technology cadets: <ul style="list-style-type: none"> • who have completed stage 1 and are undertaking stage 2; or • who entered the cadetship at stage 2, 3 or 4 and are in the second year of training. 	77% of the C9 rate	59% of the C9 rate
Technology cadets: <ul style="list-style-type: none"> • who have completed stage 2 and are undertaking stage 3; or • who entered the cadetship at stage 3 or 4 and are in the third year of training. 	83% of the C9 rate	70% of the C9 rate
Technology cadets: <ul style="list-style-type: none"> • who have completed stage 3 and are undertaking stage 4; or • who entered the cadetship at stage 4 and are in the fourth year of training. 	90% of the C9 rate	83% of the C9 rate

(b) Exit from technology cadetship

The minimum wages for an employee who has completed a technology cadetship and who is required to utilise the skills attained from their technology cadetship are set out in the following table:

On completion of	Time period	% of relevant level
Stage 1	<ul style="list-style-type: none"> • Up to one year after successful completion of stage 1 	88% of the C9 rate
	<ul style="list-style-type: none"> • One to up to two years after successful completion of stage 1 	95% of the C9 rate
	<ul style="list-style-type: none"> • Two years after successful completion of stage 1 	100% of the C9 rate

Stage 2	• Up to one year after successful completion of stage 2	88% of the C7 rate
	• One to up to two years after successful completion of stage 2	95% of the C7 rate
	• Two years after successful completion of stage 2	100% of the C7 rate
Stage 3	• Up to one year after successful completion of stage 3	88% of the C5 rate
	• One to up to two years after successful completion of stage 3	95% of the C5 rate
	• Two years after successful completion of stage 3	100% of the C5 rate
Stage 4	• Up to one year after successful completion of stage 4	88% of the C3 rate
	• One to up to two years after successful completion of stage 4	95% of the C3 rate
	• Two years after successful completion of stage 4	100% of the C3 rate

28. Trainee minimum wages

28.1 National training wage trainee minimum wages

(a) The minimum wages for a trainee covered by the national training wage provisions are set out in OD.

(b) Exit from traineeship

The minimum wages for an employee who has completed a national training wage traineeship and who is required to utilise the skills attained from their traineeship are set out in the following tables:

(i) On completion of Skill Level A

School leaver	% of C10 level	Completed Year 10 or less	% of C10 level	Completed Year 11	% of C10 level	Completed Year 12
		Minimum weekly wage		Minimum weekly wage		Minimum weekly wage
		\$		\$		\$
Plus 1 year	54.5	456.38	63.1	528.40	73.5	615.49
Plus 2 years	63.1	528.40	73.5	615.49	85.3	714.30
Plus 3 years	73.5	615.49	85.3	714.30	100	837.40
Plus 4 years	85.3	714.30	100	837.40		
Plus 5 years	100	837.40				

(ii) On completion of Skill Level B

School leaver	% of C11 level	Completed Year 10 or less	% of C11 level	Completed Year 11	% of C11 level	Completed Year 12
		Minimum weekly wage		Minimum weekly wage		Minimum weekly wage
		\$		\$		\$
Plus 1 year	57.9	460.13	64.8	514.97	74.5	592.05
Plus 2 years	64.8	514.97	74.5	592.05	87.2	692.98
Plus 3 years	74.5	592.05	87.2	692.98	100	794.70
Plus 4 years	87.2	692.98	100	794.70		
Plus 5 years	100	794.70				

(iii) On completion of Skill Level C

School leaver	% of C12 level	Completed Year 10 or less	% of C12 level	Completed Year 11	% of C12 level	Completed Year 12
		Minimum weekly wage		Minimum weekly wage		Minimum weekly wage
		\$		\$		\$
Plus 1 year	60.3	463.28	63.5	487.87	71.7	550.87
Plus 2 years	63.5	487.87	71.7	550.87	80.2	616.18

School leaver	% of C12 level	Completed Year 10 or less	% of C12 level	Completed Year 11	% of C12 level	Completed Year 12
		Minimum weekly wage		Minimum weekly wage		Minimum weekly wage
		\$		\$		\$
Plus 3 years	71.7	550.87	80.2	616.18	100	768.30
Plus 4 years	80.2	616.18	100	768.30		
Plus 5 years	100	768.30				

- (c) The appropriate classification is the classification corresponding to the minimum training requirement or equivalent which is the normal outcome for the particular traineeship as advised by the Manufacturing Skills Council. Provided that any additional competencies acquired during the period of experience during and subsequent to completion of the traineeship which are required or will be required to be utilised are also taken into account. Provided further that where the outcome is less than the C12 level the employee is given the opportunity to acquire the additional competencies, where the attainment of the additional competencies meets the needs of the business, and when this is achieved the employee is reclassified from the C13 to C12 level.
- (d) The minimum wages provided for in clause 28.1(b) are to receive wage increases that are in proportion to the wage increases provided to the minimum wage of the C11 level in respect of Skill Level B, the C12 level in respect of Skill Level C, and the C10 level in respect of Skill Level A.
- (e) Whether a traineeship falls within Skill Level A, Skill Level B or Skill Level C will be determined by the advice of the Manufacturing Skills Council. Based on the advice of the Manufacturing Skills Council, the Foundation Engineering Traineeship is a Skill Level C, the Engineering Traineeship is a Skill Level B, the Advanced Engineering Traineeship is a Skill Level B or a Skill Level A depending on the level of the Engineering Production Certificate which the traineeship is designed to achieve and the Engineering Traineeship Technician is a Skill Level A.

28.2 Technical field trainee minimum wages

The minimum wages for a trainee in the technical field who is undergoing a certificate course appropriate to their work which is prescribed by the relevant State education department or a course at least equivalent thereto are:

Age	% of C9 level
17 years of age and under	52.5
At 18 years of age	62.6
At 19 years of age	75.7
At 20 years of age	88.8

28.3 Trainee engineer and trainee scientist minimum wages

The minimum wages for a trainee engineer or trainee scientist pursuing a part-time course approved by the employer leading to qualification as an engineering graduate or diplomate or science graduate or diplomate are:

Age	% of C6 level
17 years of age and under	52
At 18 years of age	62
At 19 years of age	75
At 20 years of age	88
At 21 years of age	91.5
At 22 years of age and over	97

29. Unapprenticed junior minimum wages

29.1 Unapprenticed junior

The minimum wages for an unapprenticed junior, except an unapprenticed junior in a foundry and a junior engaged on the operations set out in clause 29.3, are:

Age	% of C13 level
Under 16 years of age	36.8
At 16 years of age	47.3
At 17 years of age	57.8
At 18 years of age	68.3
At 19 years of age	82.5
At 20 years of age	97.7

29.2 Unapprenticed junior in a foundry

The minimum wages for an unapprenticed junior in a foundry are:

Age	% of C13 level
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Age	% of C13 level
Under 16 years of age	36.8
At 16 years of age	47.3
At 17 years of age	68.3
At 18 years of age	83.0
At 19 years of age	98.8
At 20 years of age	Adult rate

29.3 A junior engaged on any of the following operations is entitled to receive the minimum wage for an adult employee:

- (a) angle iron cropping where the material weighs more than 5.2 kg per metre and is not clamped; or
- (b) assisting a steel furnace ladle operator other than in daubing or repairing ladles; or
- (c) assisting a storeperson racking and/or loading and/or unloading off vehicles, heavy steel plates, bars or sections; or
- (d) breaking up pig iron; or
- (e) carrying material to or from a cupola forge or electric steel furnace or using the slicer or hanging on to the end of a bloom, except in the case of a junior moulder; or
- (f) cutting out and punching rivets or plates; or
- (g) cutting plates by means of a hammer and cold set; or
- (h) plate edge planners in structural steel or ship building yards where the operator travels on the machine; or
- (i) punching machines handling plates of a mass more than 38 kg; or
- (j) shearing machines, other than guillotine plate shearers, handling plates of a mass of more than 38 kg.

30. Supported wage system

See 0E.

31. Employer and employee duties

31.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

31.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

31.3 Any direction issued by an employer under clause 31—Employer and employee duties must be consistent with the employer’s responsibilities to provide a safe and healthy working environment.

32. Allowances and special rates

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

32.1 All-purpose allowances

The following allowances apply for all purposes of this award:

(a) Leading hands

A leading hand in charge of three or more people must be paid:

In charge of	Amount of the standard rate
3–10 employees	166.3% per week extra
11–20 employees	248.4% per week extra
more than 20 employees	316.2% per week extra

(b) Ship repairing

An employee engaged on ship repairs must be paid:

Classification	Amount of the standard rate
Tradespersons	75.5% per week extra
All other employees	61.1% per week extra

(c) Tool allowance—tradespersons and apprentices

(i) Except as provided elsewhere in clause 32.1(c), a tradesperson must be paid \$15.29 per week extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

(ii) The allowance in clause 32.1(c)(i) does not apply to an employer who had a practice as at 5 November 1979 of providing all tools required by a tradesperson or an apprentice in the performance of their work. Such an employer is entitled to continue this practice.

(iii) In relation to an employer not referred to in clause 32.1(c)(ii), such an employer may reach agreement with an individual

tradesperson or apprentice to provide all of the tools required in the performance of their work. In such circumstances, the tool allowance is not payable.

- (iv) The allowance in clause 32.1(c)(i) applies to an apprentice on the same percentage basis as set out in Column 1 of clause 25.5 or Column 1 of clause 25.6 as applicable.
 - (v) An employer is to provide for the use of a tradesperson or an apprentice all necessary power tools, special purpose tools, precision measuring instruments and, for a sheet metal worker, snips used in the cutting of stainless steel, monel metal and similar hard metals.
 - (vi) A tradesperson or apprentice is to replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.
 - (vii) The provision of tools under the Federal government **tools for your trade scheme** does not constitute the provision of all tools by the employer for the purposes of clauses 32.1(c)(ii) and (iii).
- (d) Tool allowance—carpenter or joiner or shipwright/boatbuilder

A carpenter or joiner or shipwright/boatbuilder must be paid a tool allowance of \$28.94 per week extra.

- (e) Application of technical computing equipment
- (i) An employee in the technical field who is required to use technical computing equipment to perform work of a complex nature must be paid 196.5% of the [standard rate](#) per week extra provided that the allowance is not payable for routine or repetitive functions, or where the system is used merely as an aid.
 - (ii) **Technical computing equipment** means computer hardware (including personal computers, micro computers, mini computers or mainframe computers) using software and/or engineering applications (including design, engineering, planning or data base programs) which are used for drafting, planning, quality control, machine programming, NC programming and engineering analysis.
 - (iii) **Work of a complex nature** includes:
 - the application of new concepts in their field of work, including the use of three dimensional projections; or
 - the development of specialised programs for technical computing applications; or
 - system development, including the evaluation of existing and alternative systems ancillary software and/or hardware; or

- the provision of training on the system for users, including the development and evaluation of self-learn and/or teaching methods or software packages.

(f) Supervisor/Trainer/Coordinator—Technical

A Supervisor/Trainer/Coordinator—Technical, who is responsible primarily for the exercise of skills in the technical field up to the level of their skill and competence and who is additionally involved in the supervision/training of other technical employees must be paid not less than 107% of the minimum wage applicable to the employee's technical classification.

(g) Artificial fertilizers and chemicals

(i) An employee who performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis, other than an employee engaged at the C1-C10 level, must be paid an industry allowance of 40.1% of the [standard rate](#) per week extra if the work is in relation to fertilizers and related activities (other than acid) and 52.7% of the [standard rate](#) per week extra otherwise.

(ii) An employee who both performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis and is a chemical/fertilizer production worker must be paid the following disability allowance for:

Duty	Amount of the standard rate
General duties	7.2% per day extra
Acid production and related activities	11.5% per day extra
Fertiliser production and despatch	12.3% per day extra

32.2 Other allowances

(a) Vehicle allowance

An employee who reaches agreement with their employer to use their own motor vehicle on the employer's business, must be paid \$0.78 per kilometre travelled.

(b) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid 75.6% of the [standard rate](#) per week extra if appointed by their employer to perform first aid duty.

(c) Meal allowance

See clause 40.11.

(d) Damage to clothing, spectacles, hearing aids and tools

- (i)** Compensation must be made by an employer to an employee to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The employer's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the employee's duties. Compensation is not payable if an employee is entitled to workers compensation in respect of the damage.
- (ii)** Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

(e) Case hardened prescription lenses

An employer who requires an employee to have their prescription lenses case hardened must pay for the cost of such case hardening.

(f) Protective clothing and equipment allowance

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in a State or Territory, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment unless the clothing and equipment is paid for by the employer.

(g) Engine driver and fireperson

- (i)** Subject to clauses 32.2(g)(ii) and (iii), an engine driver or fireperson must be paid the following for:

Duty	Amount of the standard rate
Attending to refrigeration compressors	159.7% per week extra
Attending to an electric generator or dynamo exceeding 10 kW capacity	159.7% per week extra
Being in charge of plant	159.7% per week extra
Attending to a switchboard where the generating capacity is 350 kW or over	49.8% per week extra

- (ii)** The allowances in clause 32.2(g)(i), except as to dragline excavators and tractors, are not cumulative to the extent of

increasing the minimum wage of an employee above the C10 level.

(iii) The minimum wages for an engine driver attending a refrigeration compressor or compressors are:

- where the capacity is 88 kW or less, the C11 level; and
- where the capacity is more than 88 kW, the C10 level.

(h) Cleaner, greaser or oiler

If a cleaner, greaser or oiler sometimes under the supervision of an engine driver stops or starts an engine they must be paid 148% of the [standard rate](#) per week extra.

(i) Manganese dioxide and other pigments allowance

An employee required to handle manganese dioxide and other pigments must be paid, for the first two hours of such work, 8.5% of the [standard rate](#) per hour extra or, on any day such work lasts over two hours, 60.3% of the [standard rate](#) per day extra.

32.3 Special rates

Subject to clauses 32.3(a) and (b), the following special rates must be paid to an employee including an apprentice and a junior:

(a) Special rates not cumulative

(i) Where more than one of the disabilities set out in clause 32.3 entitles an employee to extra rates, the employer must pay only one rate, namely the highest rate for the applicable disabilities.

(ii) Clause 32.3(a)(i) does not apply in relation to cold places, hot places, wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

(b) Special rates are not subject to penalty additions

The special rates in clause 32.3 must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

(c) Cold places

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid 2.8% of the [standard rate](#) per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.

(d) Hot places

- (i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Temperature	Amount of the standard rate
Between 46 and 54 degrees Celsius	2.9% per hour extra
In excess of 54 degrees Celsius	3.8% per hour extra

- (ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.
- (iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

(e) Wet places

- (i) An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid 2.9% of the [standard rate](#) per hour extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.
- (ii) Clause 32.3(e)(i) does not apply to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

(f) Confined spaces

An employee working in a confined space must be paid 3.8% of the [standard rate](#) per hour extra.

(g) Dirty work

- (i) Where an employee and their supervisor agree that work (other than ship repair work) is of an unusually dirty or offensive nature, the employee must be paid 2.9% of the [standard rate](#) per hour extra.
- (ii) Where an employee and their supervisor agree that certain ship repair work is of an unusually dirty or offensive nature, the employee must be paid 3.8% of the [standard rate](#) per hour extra.

(h) Height money

An employee other than a linesperson, linesperson's assistant, rigger and splicer, engaged in the construction, erection, repair and/or maintenance as the case may be, of ships, steel frame buildings, bridges, gasometers or other structures at a height in each case of 15

metres or more directly above the nearest horizontal plane is to be paid 2.1% of the [standard rate](#) per hour extra.

(i) Meat digesters and oil tanks

An employee working on repairs in oil tanks or meat digesters must be paid 2.9% of the [standard rate](#) per hour extra. An employee engaged on such work for more than half of a day or shift must be paid the special rate for the whole day or shift.

(j) Sanitary works

An employee working in a sanitary works must be paid 2.0% of the [standard rate](#) per hour extra.

(k) Insulation materials

An employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, when employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, must be paid 3.8% of the [standard rate](#) per hour extra.

(l) Slaughtering yards

An employee working in slaughtering yards must to be paid 2.1% of the [standard rate](#) per hour extra.

(m) Boiler repairs

(i) An employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers must be paid 2.1% of the [standard rate](#) per hour extra.

(ii) An employee engaged on repairs to oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks must be paid 7.4% of the [standard rate](#) per hour extra while working inside such a boiler.

(n) Underground mine work

An electrician working underground in a mine must be paid 12% extra.

(o) Explosive powered tools

An employee required to use explosive powered tools must be paid 7.5% of the [standard rate](#) per day extra. Where an hourly rate is required, it is calculated by dividing the rate by 7.6.

(p) Ships in dock

An employee working under a ship in a dock or slipway must be paid 2.1% of the [standard rate](#) per hour extra when working on the removal and/or bolting up of plates or in burning-off on those portions

of a ship where the height from the dock or shipway floor to the hull of the ship is less than 1.4 metres.

(q) Foundry allowance

(i) An employee working in a foundry must be paid a foundry allowance of 2.2% of the [standard rate](#) per hour extra for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.

(ii) The foundry allowance is payable instead of any payment otherwise due under clause 32.3.

(iii) For the purposes of clause 32.3(q)(i), **foundry work** means any operation in the production of castings by casting metal in a mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and, where carried on as an incidental process in connection with and in the course of the aforementioned production, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but does not include any operations performed in connection with:

- non-ferrous die casting (including gravity and pressure); or
- casting of billets and/or ingots in metal moulds; or
- continuous casting of metal into billets; or
- melting of metal for use in printing; or
- refining of metal.

(iv) An employee is not entitled to be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the eight hour period immediately following the cessation of foundry production.

(r) Boiling down works

An employee working in boiling down works must be paid 2.1% of the [standard rate](#) per hour extra.

(s) Lead works

An employee working in lead works must be paid 2.1% of the [standard rate](#) per hour extra.

(t) Handlers of carbon black

- (i) A storeperson and packer handling carbon black in a bulk store, a forklift driver handling or transporting carbon black (except when it is packed in sealed metal containers), an employee handling carbon black elsewhere before processing, an employee engaged in processing free carbon black, a cleaner employed in sweeping free carbon black and an employee engaged in baling used carbon black bags must be paid 4.8% of the [standard rate](#) per hour extra.
 - (ii) In addition, an employer must pay an overall allowance of \$0.35 per day extra for each day in respect of which an employee must be paid the special rate in clause 32.3(t)(i) for handling carbon black, unless the employer provides such an employee with two sets of overalls per year.
 - (iii) In addition, an employee employed in carbon black operations who is entitled to the special rate in clause 32.3(t)(i) must be allowed 15 minutes washing time at the end of each shift.
- (u) Installing or repairing belting underground in mines
- An employee required to install or repair any type of belting underground in mines must be paid 1.5% of the [standard rate](#) per hour extra.
- (v) Processing free coal dust
- An employee engaged in processing free coal dust must be paid 2.1% of the [standard rate](#) per hour extra.
- (w) Boiler cleaning—engine driver
- An engine driver engaged inside the gas or water space of any boiler, flue or economiser, in cleaning or scraping work must be paid 8.2% of the [standard rate](#) per hour extra while so employed, instead of the special rates for hot places, wet places, confined spaces, dirty work and boiler repairs.
- (x) Second-hand work
- (i) An employee working on second-hand upholstery, bedding, floor covering and/or soft furnishings must be paid 25% of the minimum wage applicable to the employee's classification extra while engaged on such work.
 - (ii) Before any work is performed on second-hand bedding, the bedding must be vacuum fumigated.
 - (iii) For the purpose of clause 32.3(x), **second-hand upholstery** means all work done while stripping old materials and preparing the job for the use of new materials; patching; replacing flock, fibre or stuffing taken from the job and replaced; or replacing old covers on rubber, foam or other like material. However, second-

hand upholstering does not mean the cutting and sewing of new materials where such work is done away from the job; the placing of new materials on the job where such job has been reduced to the frame or where springs and/or webbing are left; the replacing of new covers on rubber or foam or other like material; or the replacing of new upholstering and old material after such old material is wholly covered by new hessian or new material.

(iv) All work on floor coverings and soft furnishings once they have been laid and fixed, must be classed as second-hand unless such floor coverings or soft furnishings have been thoroughly cleaned by subjection to a dry cleaning process in the case of soft furnishings and to a shampooing process involving lifting in the case of floor coverings. Provided, however, that the second-hand rate must at all times apply to sewers of second-hand floor coverings.

(y) Foreign rock

An employee who both performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis and is a chemical/fertilizer production worker and who also handles phosphate rock other than that from Nauru, Ocean, Makatea or Christmas Island must be paid the following for:

Nature of work	Amount of the standard rate
Rock phosphate, superphosphate and mixed manure sections receiving ex ship or railway truck	33.6% per week extra
Handling rock phosphate to crushers and all other employees in the rock phosphate section	31.8% per week extra
Mixing superphosphate	31.8% per week extra
Excavating bins, and the manufacture or excavating of superphosphate until such time as it is dumped on the heap for curing	20.7% per week extra
The handling of superphosphate from the heap until loading in wagons or trucks for despatch, including the manufacture and despatch of mixed fertilizers	12.6% per week extra

(z) Farmers' own bags

An employee who both performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis and is a chemical/fertilizer production worker must be paid for:

Function	Amount of the standard rate
-----------------	--

Sorting, branding, bagging, dumping, sewing or trucking, fertilizing materials in farmers' own bags 2.5% per day extra

Loading double-handling into railway or other trucks, fertilizing materials in farmers' own bags 4.6% per day extra

Loading single-handling into railway or other trucks, fertilizing materials in farmers' own bags 6.2% per day extra

(aa) Soda ash

An employee manually engaged in carrying and stacking bagged soda ash must be paid 8.8% of the [standard rate](#) per hour extra for the time so engaged.

(bb) Raw materials

An employee manually engaged in carrying and stacking bagged raw materials (other than soda ash) and crushing cullet, attending a pug mill or in feeding a bag cleaning machine must be paid 3.3% of the [standard rate](#) per hour extra for the time so engaged.

(cc) Skimming and floater setting—flat glass tank

An employee engaged in skimming the drawing pit when a machine is not actually in operation or in the actual operation of floater setting on the tank must be paid 12.6% of the [standard rate](#) per half hour extra for the time so engaged.

(dd) Glass furnace regenerators

An employee engaged on the work of building, rebuilding, or packing glass furnace regenerators must be paid 69.4% of the [standard rate](#) per day extra.

(ee) Float glass furnace repair

An employee directly engaged in the removal of molten tin from the float glass bath while the float glass furnace is undergoing repair must be paid 100% of the minimum wage applicable to the employee's classification extra for the time so engaged.

(ff) Jack bolt tensioner

An employee who is engaged in adjusting the tensioner of jack bolts while a furnace is under heat must be paid 37.6% of the [standard rate](#) per shift or part thereof extra.

(gg) Loading and unloading away from employer's premises

An employee who is engaged in loading and/or unloading operations at wharves or railway yards elsewhere than on the employer's premises must be paid 37.6% of the [standard rate](#) per shift or part thereof extra.

32.4 Transfers, travelling and working away from usual place of work

(a) Excess travelling and fares

An employee required to start and/or finish work at a job away from the employer's usual workplace must be paid:

- (i)** travelling time for all time reasonably spent by the employee in 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; and
- (ii)** any fares reasonably incurred by the employee or which would have been incurred by the employee had the employee not used their own means of transport, which are in excess of those normally incurred in travelling between the employee's residence and the employee's usual workplace, provided that if the employee used their own means of transport then excess fares need not be paid where the employee has an arrangement with their employer for a regular allowance.

(b) Engagement of labour away from workshops

- (i)** Subject to clause 32.4(b)(ii), an employer is free to engage labour on the site of a job carried on away from the workshop, without payment for any travelling time or fares, unless such employee is sent from the workshop.
- (ii)** If an employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop they must be paid fares in excess of those incurred in travelling to and from the workshop.

(c) Distant work

- (i)** An employee required to remain temporarily away from the employee's usual residence because the employee is working temporarily in a locality away from the employee's usual workplace must be paid travelling time for necessary travel between the locality and the employee's usual workplace and expenses.
- (ii)** After each four week period on distant work an employee is entitled to be paid for a return fare reasonably incurred for personal travel between the locality and the employee's usual residence, unless such distant work is inherent in the normal work of the employee.

(d) Transfer involving change of residence

An employee

- Engaged in one locality to work in another; or
- Sent other than at his or her own request, from his or her usual locality to another for employment which can reasonably be regarded as permanent;

involving a change in residence will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses will cease after the employee has taken up permanent residence or abode at the new location.

(e) Travelling time payment

- (i)** The rate of pay for travelling time is ordinary time and on Sundays and public holidays is time and a half.
- (ii)** The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24 hours.

(f) **Expenses** for the purposes of clause 32.4 means:

- (i)** all fares reasonably incurred;
- (ii)** reasonable expenses incurred while travelling including \$13.81 for each meal taken; and
- (iii)** a reasonable allowance to cover the cost incurred for board and lodging.

32.5 Training costs

- (a)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- (b)** Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the employer.
- (c)** Clause 32.5 does not apply to costs associated with training that are in connection with an apprentice's training contract. Such costs are subject to clause 15 and not this clause.

32.6 District allowances

32.6 Adjustment of expense related allowances

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

Allowance	Applicable Consumer Price Index figure
Carbon black overall allowance	Clothing and footwear group
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

32.7 Accident pay

33. Extra rates not cumulative

The extra rates in this award, except rates prescribed in clause 32.3—Special rates and rates for work on public holidays, are not cumulative so as to exceed the maximum of double ordinary time rates.

34. Payment of wages

34.1 Period of payment

- (a) Except as provided in clause 34.1(b), wages must be paid weekly or fortnightly, either:
- according to the actual ordinary hours worked each week or fortnight; or
 - according to the average number of ordinary hours worked each week or fortnight.
- (b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

34.2 Method of payment

- (a)** Wages must be paid by cash, cheque or electronic funds transfer into the employee's bank or other recognised financial institution account.
- (b)** In the case of an employee paid by cheque, if the employee requires it, the employer is to have a facility available during ordinary hours for the encashment of the cheque.

34.3 Payment of wages on termination of employment

On termination of employment, wages due to an employee must be paid on the day of termination or forwarded to the employee by post on the next working day.

34.4 Day off coinciding with pay day

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

34.5 Wages to be paid during working hours

- (a)** Where an employee is paid wages by cash or cheque such wages are to be paid during ordinary working hours.
- (b)** If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, the employee is to be paid at overtime rates for the period they are kept waiting.

34.6 Absences from duty under an averaging system

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:

- (a)** The employee will accrue a credit for each day they work ordinary hours in excess of the daily average.
- (b)** The employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service.
- (c)** An employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.

35. Superannuation

35.1 Superannuation legislation

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

35.2 Employer contributions

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

35.3 Voluntary employee contributions

- (a)** Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 35.2.
- (b)** An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c)** The employer must pay the amount authorised under clauses 35.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 35.3(a) or (b) was made.

35.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 35.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 35.2 and pay the amount authorised under clauses 35.3(a) or (b) to one of the following superannuation funds or its successor:

- (a)** AustralianSuper; or

- (b) Labour Union Cooperative Retirement Fund (LUCRF); or
- (c) TasPlan; or
- (d) Sunsuper; or
- (e) CareSuper; or
- (f) Cbus; or
- (g) FIRSTSUPER; or
- (h) Allied Union Superannuation Trust of Queensland (Aust(Q)); or
- (i) MTA Superannuation Fund; or
- (j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (k) a superannuation fund or scheme which the employee is a defined benefit member of.

35.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 35.2 and pay the amount authorised under clauses 35.3(a) or (b):

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

36. Ordinary hours of work and rostering

36.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

36.2 Ordinary hours of work—day workers

- (a) Subject to clause 36.5, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.
- (b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.
- (d) Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- (e) Where agreement is reached in accordance with clause 36.2(b), the rate to be paid to a day worker for ordinary time worked between midnight on Friday and midnight on Saturday is time and a half and/or the rate to be paid to a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday is double time.
- (f) A day worker required to work on a public holiday must be paid for a minimum of three hours work at the rate of double time and a half. The double time and a half rate must be paid to the employee until the employee is relieved from duty.

36.3 Ordinary hours of work—continuous shiftworkers

- (a) **Continuous shiftwork** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (b) Subject to clause 36.3(c), the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.
- (c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly

average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

- (d) Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

36.4 Ordinary hours of work—non-continuous shiftworkers

- (a) Subject to clause 36.4(b), the ordinary hours of work for non-continuous shiftworkers are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (c) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.
- (d) Except at changeover of shifts an employee must not be required to work more than one shift in each 24 hours.

36.5 Methods of arranging ordinary working hours

- (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 36.2(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- (b) The matters on which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle established in accordance with clauses 36.2, 36.3 and 36.4;
 - (ii) the duration of the work cycle for day workers provided that such duration does not exceed three months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than four weeks;
 - (v) substitution of rostered days off;
 - (vi) accumulation of rostered days off;

- (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
 - (viii) any arrangements of ordinary hours which exceed eight hours in any day.
- (c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
 - (i) proper health monitoring procedures being introduced;
 - (ii) suitable roster arrangements being made;
 - (iii) proper supervision being provided;
 - (iv) adequate breaks being provided; and
 - (v) a trial or review process being jointly implemented by the employer and the employees or their representatives.
- (d) Where an employee works on a shift other than a rostered shift, the employee must:
 - (i) if employed on continuous work, be paid at the rate of double time; or
 - (ii) if employed on other shiftwork, be paid at the rate of time and a half for the first three hours and double time thereafter.
- (e) Clause 36.5(d) does not apply when the time is worked:
 - (i) by arrangement between the employees themselves;
 - (ii) for the purposes of effecting the customary rotation of shifts; or
 - (iii) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment in accordance with Part 3-5 of the Act.

36.6 Daylight saving

- (a) Where by reason of State or Territory legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.

- (b) The terms **standard time** and **summer time** have the same meaning as in the relevant State or Territory legislation.

36.7 Make up time

- (a) An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.
- (b) An employee on shiftwork may elect, with the consent of their employer, to work make up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

37. Special provisions for shiftworkers

37.1 For the purposes of this award:

- (a) **rostered shift** means any shift of which the employee concerned has had at least 48 hours notice;
- (b) **afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight; and
- (c) **night shift** means any shift finishing after midnight and at or before 8.00 a.m.

37.2 By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

37.3 Afternoon and night shift allowances

- (a) An employee who works on afternoon or night shift must be paid 15% extra for such shift.
- (b) An employee who works on an afternoon or night shift which does not continue:
 - (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 36.3 or 36.4),

must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.

- (c) An employee who:

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle,

must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift.

37.4 Rate for working on Saturday shifts

The rate at which a shiftworker must be paid for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 37.3.

37.5 Rate for working on Sunday and public holiday shifts

- (a) The rate at which a continuous shiftworker must be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday is double time.
- (b) The rate at which a shiftworker, on other than continuous shiftwork, must be paid for all time worked on a Sunday is double time and on a public holiday is double time and a half.
- (c) Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday.
- (d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift. By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift instead.
- (e) The extra rates in clause 37.5 are in substitution for and not cumulative upon the shift premiums prescribed in clause 37.3.

38. Meal breaks

- 38.1** An employee must not be required to work for more than five hours without a break for a meal except in the following circumstances:

- (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee must not be required to work for more than six hours without a break for a meal break; or
 - (b) by agreement between an employer and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at the ordinary time rate without a meal break.
- 38.2** The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 38.3** An employer may stagger the time of taking meal and rest breaks to meet operational requirements.
- 38.4** Subject to clause 38.1, an employee must work during meal breaks at the ordinary time rate whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.
- 38.5** Except as otherwise provided in clause 38—Meal breaks and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, time and a half rates must be paid for all work done during meal hours and thereafter until a meal break is taken.
- 38.6** Employees engaged in the technical field of work, technical workers, tracers and draughtspersons, production planners, trainee engineers and trainee scientists must be allowed a paid 10 minute morning tea rest period at a time fixed by the employer.

39. Ship trials

For an employee in the technical field engaged on ship trials, whether at wharf or in harbour or at sea, the following provisions also apply:

- 39.1** The employee's time for the purpose of computing the time of trial duty is deemed to commence at the time the employee is instructed to be on board the vessel, provided the employee is ready to go aboard at that time, and is deemed to terminate at the time the employee gains contact with the shore. Where such contact is obtained by the vessel's mooring at a wharf, contact is deemed to be gained when the gangway is lowered after mooring.

- 39.2** The maximum number of continuous hours the employee is required to be on duty is 12 hours. Should trials be planned for a longer duration a relief shift must be arranged before leaving wharf.
- 39.3** A reasonable time, not less than 30 minutes, or as otherwise agreed on, must be allowed for each meal. Lunch must be provided and the time of lunch must be, as far as practicable, between 12 noon and 2.00 p.m. If the employee is required to be on board before 7.00 a.m. breakfast must be provided, and if the trial continues after 6.00 p.m. a light dinner must be provided. Where shifts are being worked, adequate meals must be provided for each shift.
- 39.4** The employee must be paid 25% extra for time on duty while the vessel is at wharf and 50% extra for time on duty while the vessel is in harbour or at sea.

40. Overtime

40.1 Payment for working overtime

- (a)** Except as provided for in clauses 40.1(d), 40.1(e), 40.8 and 40.9, for all work done outside ordinary hours on any day or shift, as defined in clauses 36.2, 36.3 and 36.4, the overtime rate is time and a half for the first three hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.
- (b)** For the purposes of clause 40—Overtime, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with clause 36—Ordinary hours of work and rostering.
- (c)** The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- (d)** An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer, provided that:
- (i)** overtime taken as time off during ordinary hours must be taken at the ordinary time rate, that is an hour for each hour worked; and
 - (ii)** an employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this award, for any overtime worked which has not been taken as time off instead of payment for overtime within four weeks of accrual.
- (e)** When not less than 7.6 hours notice has been given to the employer by a relief shiftworker that the relief shiftworker will be absent from work and the shiftworker whom that person should relieve is not relieved and

is required to continue work on their rostered day off the unrelieved shiftworker must be paid at the rate of double time.

- (f) In computing overtime each day's work stands alone.

40.2 Requirement to work reasonable overtime

- (a) Subject to clause 40.2(b), an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

40.3 One in, all in does not apply

The assignment of overtime by an employer to an employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.

40.4 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 40.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours

off duty without loss of pay for ordinary hours occurring during the absence.

- (d) By agreement between the employer and individual employee, the 10 hour break provided for in clause 40.4 may be reduced to a period of no less than eight hours.
- (e) The provisions of clause 40.4 will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

40.5 Call back

An employee recalled to work overtime after leaving the employer's enterprise, whether notified before or after leaving the enterprise, must be paid for a minimum of four hours work at the rate of time and a half for the first three hours and double time thereafter or, if a continuous shiftworker, at the rate of double time for the full period provided that:

- (a) Where an employee is required to regularly hold themselves in readiness for a call back they must be paid for a minimum of three hours work at the appropriate overtime rate, subject to clause 40.6 which deals with the conditions for standing by.
- (b) If the employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the three or four hour minimum overtime payment provided for in clause 40.5 for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- (c) Except in the case of unforeseen circumstances arising, an employee must not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- (d) Clause 40.5 does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of ordinary hours.
- (e) Overtime worked in the circumstances specified in clause 40.5 is not to be regarded as overtime for the purposes of clause 40.4 concerning

rest periods after overtime, when the actual time worked is less than three hours on the call back or on each call back.

40.6 Standing by

Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold themselves in readiness to work after ordinary hours, the employee must be paid standing by time at the employee's ordinary time rate for the time they are standing by.

40.7 Saturday work

A day worker required to work overtime on a Saturday must be afforded at least four hours work or be paid for four hours at the rate of time and a half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

40.8 Sunday work

An employee required to work overtime on a Sunday must be paid for a minimum of three hours work at double time. The double time is to be paid until the employee is relieved from duty.

40.9 Public holiday work

- (a)** A day worker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of double time and a half. The double time and a half is to be paid until the employee is relieved from duty.
- (b)** A continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of double time.
- (c)** A non-continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of double time and a half. The double time and a half is to be paid until the employee is relieved from duty.

40.10 Rest break

- (a)** An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.
- (b)** Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the employee's ordinary time rate.
- (c)** Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the employee's ordinary time rate.

- (d) An employer and employee may agree to any variation of clause 40.10 to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 40.10.

40.11 Meal allowance

- (a) An employee must be paid a meal allowance of \$13.96 on each occasion the employee is entitled to a rest break in accordance with clause 40.10, except in the following circumstances:
 - (i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or
 - (ii) if the employee is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
 - (iii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or
 - (iv) if the employee is provided with an adequate meal by the employer.
- (b) If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

40.12 Transport of employees

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.

40.13 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 40.13.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;

- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule I—. There is no requirement to use the form of agreement set out at Schedule I—. An agreement under clause 40.13 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 40.13 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 40.13 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 40.13 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 40.13 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k)** If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 40.13 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 40.13.

40A Requests for flexible working arrangements

40A. Employee may request change in working arrangements

Clause 40A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 40A is an addition to s.65.

40A.2 Responding to the request

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

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

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

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

40A.3 What the written response must include if the employer refuses the request

Clause 40A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 40A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 40A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

40A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 40A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

40A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 40A, can be dealt with under clause 10—Dispute Resolution.

- B. This determination comes into operation from 1 December 2018. In accordance with s.165(3) of the Fair Work Act 2009 this determination does not take effect until the start of the first full pay period that starts on or after 1 December 2018.

Part 6—Leave and Public Holidays

41. Annual leave

- 41.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

41.2 Conversion to hourly entitlement

An employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in s.87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks of annual leave and 190 hours for a shiftworker as defined in clause 41.3).

41.3 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

41.4 Payment for period of annual leave

- (a) Instead of the **base rate of pay** as referred to in s.90(1) of the Act, an employee under this award, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to clause 41.4(c), the wages to be paid must be worked out on the basis of what the employee would have been paid under this award for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any overaward payment.
- (c) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.
- (d) Electronic funds transfer (EFT) payment of annual leave

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

41.5 Annual leave loading

- (a) During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 41.4.
- (b) The loading must be as follows:

- (i) Day work

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 41.4 or the relevant weekend penalty rates, whichever is the greater but not both.

- (ii) Shiftwork

An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 41.4 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

41.6 Excessive leave accruals: general provisions

Note: Clauses 41.6 to 41.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 41.3).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 41.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 41.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 41.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 41.6, 41.7 or 41.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 41.7(b)(i).

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

41.8 Excessive leave accruals: request by employee for leave

- (a) Clause 41.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 41.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 41.7(a) that, when any other paid annual leave arrangements (whether made under clause 41.6, 41.7 or 41.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 41.6, 41.7 or 41.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 41.3) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

41.9 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 41.9 is set out at Schedule G—. There is no requirement to use the form of agreement set out at Schedule G—.

- (c) The employer must keep a copy of any agreement under clause 41.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 41.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

41.10 Annual close down

Notwithstanding s.88 of the Act and clause 41.6, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than four weeks notice of intention to do so; and
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 41.4 and 0; and
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have

accrued sufficient leave and given unpaid leave for the remainder of the closedown; and

- (d) any leave taken by an employee as a result of a close down pursuant to clause 41.10 also counts as service by the employee with their employer; and
- (e) the employer may only close down the enterprise or part of it pursuant to clause 41.10 for one or two separate periods in a year; and
- (f) if the employer closes down the enterprise or part of it pursuant to clause 41.10 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and
- (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 41.10 for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- (h) the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

41.11 Leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 41.4.

41.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 41.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 41.12.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 41.12 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 41.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 41.12 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 41.12.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 41.12.

Note 3: An example of the type of agreement required by clause 41.12 is set out at 0. There is no requirement to use the form of agreement set out at 0.

42. Personal/carer's leave and compassionate leave

- 42.1 Personal/carer's leave and compassionate leave are provided for in the NES.
- 42.2 If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of paid personal/carer's leave continues from the date of re-engagement.

43. Community service leave

- 43.1 Community service leave is provided for in the NES.
- 43.2 Reimbursement for jury service
 - (a) A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.
 - (b) Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would

normally be required to work, payment must be made to the employee in accordance with clause 43.2(a).

44. Public holidays

44.1 Public holidays are provided for in the NES.

44.2 Substitution of certain public holidays by agreement at the enterprise

- (a)** By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (b)** An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.

44.3 Rostered day off falling on public holiday

- (a)** Except as provided for in clauses 44.3(b) and (c) and except where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:
 - (i)** 7.6 hours of pay at the ordinary time rate; or
 - (ii)** 7.6 hours of extra annual leave; or
 - (iii)** a substitute day off on an alternative week day.
- (b)** Where an employee has credited time accumulated pursuant to clause 34.6, then such credited time should not be taken as a day off on a public holiday.
- (c)** If an employee is rostered to take credited time accumulated pursuant to clause 34.6 as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer must allow the employee to take the time off on an alternative week day.
- (d)** Clauses 44.3(b) and (c) do not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours as clause 44.3(a) applies to such days off.

Schedule A— **Transitional Provisions**

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage

instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged
- (d) by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B— **Classification Structure and Definitions**

B.1 The classification structure and definitions set out in clauses B.2 and B.3 apply to employees covered by this award, except where otherwise specified.

B.2 Classification structure

B.2.1 C1–C14 Levels

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause B.2.2)
C1	Professional Engineer Professional Scientist NOTE: Professional Engineers and Professional Scientists in Level C1 are covered by the <i>Professional Employees Award 2010</i>	Degree	180/210%
C2(b)	Principal Technical Officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.	160%
C2(a)	Leading Technical Officer Principal Supervisor/ Trainer/Co-ordinator	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level. Advanced Diploma or equivalent of which at least 50% of the competencies are in supervision/training.	150%

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause B.2.2)
C3	Engineering Associate/ Laboratory Technical Officer—Level II	Advanced Diploma of Engineering, or equivalent.	145%
C4	Engineering Associate/ Laboratory Technical Officer—Level 1	80% towards an Advanced Diploma of Engineering, or equivalent.	135%
C5	Advanced Engineering Tradesperson—Level II	Diploma of Engineering—Advanced Trade, or equivalent.	130%
C6	Engineering/Laboratory Technician—Level V	Diploma of Engineering—Technical, or equivalent.	125%
	Advanced Engineering Tradesperson—Level 1	C10 + 80% towards a Diploma of Engineering—Advanced Trade, or equivalent.	
C7	Engineering/Laboratory Technician—Level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering—Technical, or equivalent.	115%
	Engineering/ Manufacturing Tradesperson—Special Class Level II	Certificate IV in Engineering, or C10 + 60% towards a Diploma of Engineering, or equivalent.	
C8	Engineering/Laboratory Technician—Level III	Certificate IV in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or Certificate IV in Laboratory Techniques, or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering—Technical, or equivalent	110%
	Engineering/ Manufacturing Tradesperson—Special Class Level I	C10 + 40% towards a Diploma of Engineering, or equivalent	

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause B.2.2)
	Engineering/Laboratory Technician—Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering—Technical, or equivalent	
C9	Engineering/ Manufacturing Tradesperson—Level II	C10 + 20% towards a Diploma of Engineering or equivalent	105%
	Engineering/Laboratory Technician—Level I	Certificate III in Engineering—Technician, or Certificate III in Laboratory Skills, or Certificate III in Manufacturing Technology, provided that the minimum experience required for a Technology Cadet has been completed, or 50% towards a Diploma of Engineering, or equivalent	
C10	Engineering/ Manufacturing Tradesperson—Level I	Recognised Trade Certificate, or Certificate III in Engineering—Mechanical Trade, or Certificate III in Engineering—Fabrication Trade, or Certificate III in Engineering—Electrical/Electronic Trade, or equivalent	100%
	Engineering/ Manufacturing Systems Employee—Level V	Engineering Production Certificate III, or Certificate III in Engineering—Production Systems, or equivalent	
C11	Engineering/ Manufacturing Employee—Level IV	Engineering Production Certificate II, or Certificate II in Engineering—Production Technology, or Certificate II in Sampling and Measurement, or equivalent	92.4%
	Laboratory Tester		

Classification levels	Classification title	Minimum training requirement	Wage relativity to C10 (see clause B.2.2)
C12	Engineering/ Manufacturing Employee—Level III	Engineering Production Certificate I or Certificate II in Engineering, or equivalent	87.4%
C13	Engineering/ Manufacturing Employee—Level II	In-house training	82%
C14	Engineering/ Manufacturing Employee—Level 1	Up to 38 hours induction training	78%

B.2.2 The percentage wage relativities to C10 in the table in clause B.2.1 reflect the percentages prescribed in 1990 in Re Metal Industry Award 1984—Part I (M039 Print J2043). The minimum wages in this award do not reflect these relativities because some wage increases since 1990 have been expressed in dollar amounts rather than percentages and as a result have reduced the relativities.

B.2.3 Supervisor/Trainer/Coordinator

Where an employee is performing supervisory responsibilities, the employee is to be classified as a:

- (a) Supervisor/Trainer/Coordinator—Level I: 122% of the minimum wage paid to the highest technically qualified employee supervised or trained subject to clause 24.1(f)(i).
- (b) Supervisor/Trainer/Coordinator—Level II: 115% of the minimum wage paid to the highest paid employee supervised or trained subject to clause 24.1(f)(ii).
- (c) Supervisor/Trainer/Coordinator—Technical: 107% of the minimum wage applicable to the employee's technical classification.

B.3 Classification definitions

B.3.1 The following classification definitions should be read in conjunction with:

- (a) the stream and field definitions in this award.
- (b) the following definitions:
 - (i) **Or equivalent** means:
 - any training which a registered provider (e.g. TAFE), or State recognition authority recognises as equivalent to a qualification which Manufacturing Skills Australia recognises for this level,

which can include advanced standing through recognition of prior learning and/or overseas qualifications; or

- where competencies meet the requirements set out in the Manufacturing Skills Australia competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

(ii) Work within the scope of this level means:

- for an employee who does not hold a qualification listed as a minimum training requirement, that the employee can apply skills within the enterprise selected in accordance with the National Metal and Engineering Competency Standards Implementation Guide, provided that the competencies selected are competency standards recognised as relevant and appropriate by Manufacturing Skills Australia and endorsed by the National Skills Standards Council; or
- where an employee has a qualification, clause 24.3(b)(iii) applies.

(iii) Engineering Associate/Technician is a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance, draughting officers, planners and other para-professionals.

(c) the National Metal and Engineering Competency Standards Implementation Guide especially Table 2 of that guide which shows the alignment between old and new titles under the Australian Qualifications Framework (e.g. Advanced Certificates are now known as National Diplomas and Associate Diplomas as National Advanced Diplomas).

(d) clause 24.3(c)

B.3.2 Supervisor/Trainer/Coordinator

(a) Supervisor/Trainer/Coordinator—Level I

- (i)** A Supervisor/Trainer/Coordinator—Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed a qualification at AQF III level or above, of which at least one third of the competencies are related to supervision/training, or equivalent.
- (ii)** Notwithstanding the above definition an employee who is mainly engaged to perform work supervising or coordinating the work of other employees and who has sufficient additional training beyond that of those coordinated or supervised so as to enable the employee to perform work within the scope of this level must be classified at this level.

(b) Supervisor/Trainer/Coordinator—Level II

- (i) A Supervisor/Trainer/Coordinator—Level II is an employee who is responsible for the supervision and/or training of Supervisor/Trainers/ Coordinators—Level I. Such an employee has completed an AQF IV or V qualification or equivalent of which at least 50% of the competencies are in supervision/training.

B.3.3 Wage Group: C14

(a) Engineering/Manufacturing Employee—Level I

- (i) An Engineering/Manufacturing Employee—Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
- (ii) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
- performs general labouring and cleaning duties;
 - exercises minimal judgement;
 - works under direct supervision;
 - is undertaking structured training so as to enable them to work at the C13 level.

B.3.4 Wage Group: C13

(a) Engineering/Manufacturing Employee—Level II

- (i) An Engineering/Manufacturing Employee—Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.
- (ii) An employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:
- works in accordance with standard operating procedures and established criteria;
 - works under direct supervision either individually or in a team environment;
 - understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

- understands and utilises basic statistical process control procedures;
- follows safe work practices and can report workplace hazards.

B.3.5 Wage Group: C12

(a) Engineering/Manufacturing Employee—Level III

- (i) An Engineering/Manufacturing Employee—Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.
- (ii) An employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:
 - is responsible for the quality of their own work subject to routine supervision;
 - works under routine supervision either individually or in a team environment;
 - exercises discretion within their level of skills and training;
 - assists in the provision of on-the-job training.

B.3.6 Wage Group: C11

(a) Engineering/Manufacturing Employee—Level IV

Laboratory Tester

- (i) An Engineering/Manufacturing Employee—Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.
- (ii) A Laboratory Tester is an employee who has completed a Certificate II, or equivalent, in Sampling or Measurement so as to enable the employee to perform work within the scope of this level.
- (iii) An employee at this level performs work above and beyond the skills of an employee at the C12 level and to the level of their skills, competence and training:
 - works from complex instructions and procedures;
 - assists in the provision of on-the-job training;

- co-ordinates work in a team environment or works individually under general supervision;
- is responsible for assuring the quality of their own work;
- in a laboratory the employee performs basic/simple routine tests under close supervision and communicates results of those tests to the appropriate personnel.

B.3.7 Wage Group: C10

(a) Engineering/Manufacturing Tradesperson—Level I

(i) An Engineering/Manufacturing Tradesperson—Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- Engineering Tradesperson (Electrical/Electronic)— Level I;
- Engineering Tradesperson (Mechanical)— Level I;
- Engineering Tradesperson (Fabrication)—Level I;
- Furnishing Industry Tradesperson Level I;
- Floor Finisher and/or Floor Coverer Tradesperson;
- or equivalent;

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

(ii) An Engineering/Manufacturing Tradesperson—Level I works above and beyond an employee at the C11 level and to the level of their skills, competence and training:

- understands and applies quality control techniques;
- exercises good interpersonal and communications skills;
- exercises keyboard skills at a level higher than the C11 level;
- 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;

- inspects products and/or materials for conformity with established operational standards.

(b) Engineering/Manufacturing Systems Employee—Level V

(i) An Engineering/Manufacturing Systems Employee—Level V is an employee who, while still being primarily engaged in Engineering/Manufacturing work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate III in Engineering—Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.

(ii) An Engineering/Manufacturing Employee works above and beyond an employee at the C11 level and to the level of their skills, competence and training:

- understands and applies quality control techniques;
- exercises good interpersonal communications skills;
- exercises discretion within the scope of this classification level;
- exercise keyboard skills at a level higher than the C11 level;
- performs work under limited supervision either individually or in a team environment;
- inspects products and/or materials for conformity with established operational standards.

B.3.8 Wage Group: C9

(a) Engineering/Manufacturing Tradesperson—Level II

(i) An Engineering/Manufacturing Tradesperson—Level II is an:

- Engineering Tradesperson (Electrical/Electronic)—Level II; or
- Engineering Tradesperson (Mechanical)—Level II; or
- Engineering Tradesperson (Fabrication)—Level II; or
- Furnishing Industry Tradesperson Level 2; or
- equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B— or equivalent.

(ii) An Engineering/Manufacturing Tradesperson—Level II works above and beyond a tradesperson at the C10 level and to the

level of their skills and competence and training performs work within the scope of this level:

- exercises discretion within the scope of this classification;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician—Level I

- (i) An Engineering/Laboratory Technician—Level I is an employee who has the equivalent level of training of the C9 level Engineering/Manufacturing Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician—Level I are in the technical field including draughting, planning or technical tasks, including in a laboratory, requiring technical knowledge.
- (ii) At this level the employee is engaged on routine tasks in the technical field. In a laboratory the employee performs basic laboratory duties using written, spoken or diagrammatic instructions and/or basic quality control assurance procedures and techniques under general supervision-either individually or in a team environment.

B.3.9 Wage Group: C8

(a) Engineering/Manufacturing Tradesperson—Special Class Level I

- (i) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:
- Special Class Engineering Tradesperson (Electrical/Electronic)—Level I; or
 - Special Class Engineering Tradesperson (Mechanical)—Level I; or
 - Special Class Engineering Tradesperson (Fabrication)—Level I; or
 - equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B— or equivalent.

(ii) An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

- provides trade guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understands and implements quality control techniques;
- works 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.

(b) Engineering/Laboratory Technician—Level II

(i) An Engineering/Laboratory Technician—Level II is an employee who has the equivalent level of training of the C8 level Engineering/Manufacturing Tradesperson Special Class—Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician—Level II are in the technical field including draughting, planning or technical tasks requiring technical knowledge.

(ii) At this level the employee is required to exercise judgment and skill in excess of that required at the C9 level under the supervision of technical or professional staff.

B.3.10 Wage Group: C7

(a) Engineering/Manufacturing Tradesperson—Special Class Level II

(i) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

- Special Class Engineering Tradesperson (Electrical/Electronic)—Level II; or
- Special Class Engineering Tradesperson (Mechanical)—Level II; or
- Special Class Engineering Tradesperson (Fabrication)—Level II; or
- Higher Engineering/Manufacturing Tradesperson; or
- equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B— or equivalent.

(ii) An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

- is able to provide trade guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- understands and implements quality control techniques;
- works 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.

(b) Engineering/Laboratory Technician—Level III

(i) An Engineering/Laboratory Technician—Level III is an employee who has the equivalent level of training of the C7 level Engineering/Manufacturing Tradesperson—Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician—Level III are in the technical field including draughting, planning or technical tasks requiring technical knowledge.

(ii) At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at the C8 level under the supervision of technical or professional staff. The employee in a laboratory is able to troubleshoot at a basic level and perform a range of quality control and/or research and development tests with only general supervision.

B.3.11 Wage Group: C6

(a) Advanced Engineering Tradesperson—Level I

(i) An Advanced Engineering Tradesperson—Level I means an:

- Advanced Engineering Tradesperson (Electrical/Electronic)—Level I; or
- Advanced Engineering Tradesperson (Mechanical)—Level I; or
- Advanced Engineering Tradesperson (Fabrication)—Level I;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B— or equivalent.

(ii) An Advanced Engineering Tradesperson—Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

- undertakes quality control and work organisation at a level higher than for the C7 level;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- works under limited supervision either individually or in a team environment;
- prepares reports of a technical nature on specific tasks or assignments;
- exercises broad discretion within the scope of this level;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician—Level IV

(i) An Engineering/Laboratory Technician—Level IV is an employee who has the equivalent level of training of the C6 level Advanced Engineering Tradesperson—Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician—Level IV are in the technical field including draughting, planning or technical tasks requiring technical knowledge.

(ii) At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at the C7 level under the supervision of technical and/or professional staff.

B.3.12 Wage Group: C5

(a) Advanced Engineering Tradesperson—Level II

(i) An Advanced Engineering Tradesperson—Level II means an:

- Advanced Engineering Tradesperson (Electrical/Electronic)— Level II; or
- Advanced Engineering Tradesperson (Mechanical)— Level II; or
- Advanced Engineering Tradesperson (Fabrication)— Level II;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B— or equivalent.

- (ii) An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:
- provides technical guidance or assistance within the scope of this level;
 - prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
 - has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
 - assists in the provision of on-the-job training in conjunction with supervisors and trainers;
 - operates lifting equipment incidental to their work;
 - performs non-trade tasks incidental to their work.

(b) Engineering/Laboratory Technician—Level V

- (i) An Engineering/Laboratory Technician—Level V is an employee who has the equivalent level of training of the C5 level Advanced Engineering Tradesperson—Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering/Laboratory Technician—Level V are in the technical field including draughting, planning or technical tasks requiring technical knowledge.
- (ii) At this level the employee is required to exercise judgment and skill in excess of that required at the C6 level. In a laboratory the employee is required to use judgment and problem solving skills to perform a range of routine and non-routine tests and to make modifications (within limits) to existing formula.

B.3.13 Wage Group: C4

(a) Engineering Associate/Laboratory Technical Officer—Level I

- (i) An Engineering Associate/Laboratory Technical Officer —Level I means an employee who works above and beyond a technician at the C5 level and who has completed the minimum training requirements specified in clause B.2.1 of Schedule B— or equivalent and is engaged in:
- making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing,

manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work and/or developing test procedures or manuals from test standards and like work; or

- planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

B.3.14 Wage Group: C3

(a) Engineering Associate/Laboratory Technical Officer—Level II

(i) An Engineering Associate/Laboratory Technical Officer—Level II means an employee who works above and beyond an Engineering Associate/Laboratory Technical Officer at the C4 level and who has successfully completed the minimum training requirements specified in clause B.2.1 of Schedule B— or equivalent and is engaged in:

- performing draughting, planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at the C4 level; or
- possesses the skills of an Engineering Associate/Laboratory Technical Officer—Level I in a technical field and exercises additional skills in a different technical field; or
- is a laboratory employee who, with limited supervision, applies the full range of laboratory skills to individual projects and is involved in the supervision and training of other laboratory workers; or
- is a laboratory employee who applies specialised technical skills, in addition to the full range of laboratory skills, to specific projects with minimum supervision.

B.3.15 Wage Group: C2(a)

(a) Leading Technical Officer

(i) A Leading Technical Officer means an employee who works above and beyond an Engineering Associate/Laboratory Technical Officer—Level II at the C3 level and has successfully completed a national advanced diploma or equivalent and sufficient additional training so as to enable the employee to perform work within the scope of this level. An employee at the C2(a) level is able to perform or coordinate work in more than one engineering, scientific or technical field, or performs duties in a

technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate/Laboratory Technical Officer—Level II.

(b) Principal Engineering Supervisor/Trainer/Coordinator

(i) A Principal Engineering Supervisor/Trainer/Coordinator means a Supervisor/Trainer/Coordinator who has completed a national advanced diploma or equivalent of which at least 50% of the competencies are in supervision/training and who when engaged at this level:

- possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
- possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprises.

(ii) Indicative of the tasks which an employee at this level may perform are as follows:

- plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- plans and directs the work of engineering/production employees especially in new work organisation environments (e.g. group work arrangements, CIM production techniques).

B.3.16 Wage Group: C2(b)

(a) Principal Technical Officer

(i) A Principal Technical Officer works above and beyond an employee at the C2(a) level and has successfully completed sufficient additional training to enable the employee to perform work within the scope of this level in addition to a national advanced diploma or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

- performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgment;
- looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation;
- is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge;

- plans and implements those programs necessary to achieve the objectives of a particular project;
 - in the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the operation;
 - operates within broad statements of objectives without requiring detailed instructions; or
 - performs work at the above level of skill in a particular technical field;
 - has as the overriding feature of their employment the ability to perform creative, original work of a highly complex and sophisticated nature;
 - provides specialised technical guidance to other employees performing work within the same technical field.
- (ii) In a laboratory, a Principal Technical Officer will exhibit and use technical principles, research and development skills as well as interpersonal/supervisory skills in the co-ordination of a specialist laboratory team.

B.4 Indicative Tasks for employees covered by clause 24.3(c)

B.4.1 For an employee covered by clause 24.3(c) the following indicative tasks identified for a particular classification are to be used as a guide in classifying the employee. These tasks operate in conjunction with clauses B.1–B.3.

B.4.2 For the purposes of clause B.3.4 (level C13) the following are the indicative tasks which an employee at this level may perform:

- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
- use selected hand tools;
- boiler cleaning;
- maintains simple records;
- repetitive packing in standard containers;

- uses hand trolleys and pallet trucks;
- assists in the provision of on-the-job training;
- non-trades cleaning up of wooden floors, punching of nails and sanding of wooden floors by machine or hand and/or application of all types of sealers and plastic coatings on wooden floors.

B.4.3 For the purposes of clause B.3.5 (level C12) the following are the indicative tasks which an employee at this level may perform:

- operates flexibility between assembly stations;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;
- non-trade skills;
- basic tracing and sketching skills;
- receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- assists in the provision of on-the-job training;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- advanced soldering techniques;
- boiler attendant;
- operation of mobile equipment including fork-lifts, overhead cranes and winch operation;
- ability to measure accurately;
- assists one or more tradespersons;
- welding which requires the exercise of knowledge and skills above level C13;
- operate (i.e. serve as a burner of) a single tunnel kiln or a downdraft kiln;
- sewer and/or gluer and/or seamer of carpets, linoleums or other coverings;
- powder coating and tinting under supervision.

B.4.4 For the purposes of B.3.6 (level C11) the following are the indicative tasks which an employee at this level may perform:

- uses precision measuring instruments;

- machine rigging (certificated), setting, loading and operation;
- inventory and store control including licensed operation of all appropriate materials handling equipment, use of tools and equipment within the scope of basic (non-trades) maintenance, and computer operation at a level higher than that of an employee at level C12;
- intermediate keyboard skills;
- basic fault finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for fork-lift, engine driving and crane driving operations to a level higher than level C12;
- assists in the provision of on-the-job training;
- has a knowledge of the employer's operation as it relates to production process;
- lubrication of production machinery equipment;
- operate (i.e. serve as a burner of) more than one tunnel kiln;
- operates a multipress complex;
- operates a FEL (clay and ceramics industry) in excess of three cubic metres;
- bulk paint tinting and resin manufacturing.

B.4.5 For the purposes of clause B.3.7 (level C10) the following are the indicative tasks which an employee at this level may perform:

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of maintenance functions including removing equipment fastenings, use of destructive cutting equipment, lubrication of production equipment, and running adjustments to production equipment;
- operates all lifting equipment;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- first class engine drivers' certificate;

- high level stores and inventory responsibility beyond the requirements of an employee at level C11;
- assists in the provision of on-the-job training in conjunction with tradespersons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

Schedule C— School-based Apprentices

- C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training contract for an apprentice declared or recognised by the relevant State or Territory authority.
- C.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- C.4** For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7** The duration of the apprenticeship must be as specified in the training contract for each apprentice but must not exceed six years.
- C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
- C.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- C.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- C.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule D— **National Training Wage**

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

D.3 Coverage

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

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

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	323.10	355.80	423.90
Plus 1 year out of school	355.80	423.90	493.30
Plus 2 years out of school	423.90	493.30	574.10
Plus 3 years out of school	493.30	574.10	657.30
Plus 4 years out of school	574.10	657.30	
Plus 5 or more years out of school	657.30		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 Per week	Year 12 per week
	\$	\$	\$
School leaver	323.10	355.80	412.40
Plus 1 year out of school	355.80	412.40	474.40
Plus 2 years out of school	412.40	474.40	556.40
Plus 3 years out of school	474.40	556.40	634.70

	Highest year of schooling completed		
	Year 10 per week	Year 11 Per week	Year 12 per week
	\$	\$	\$
Plus 4 years out of school	556.40	634.70	
Plus 5 or more years out of school	634.70		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	323.10	355.80	412.40
Plus 1 year out of school	355.80	412.40	464.30
Plus 2 years out of school	412.40	464.30	518.70
Plus 3 years out of school	464.30	518.70	577.90
Plus 4 years out of school	518.70	577.90	
Plus 5 or more years out of school	577.90		

(d) AQF Certificate Level IV traineeships

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

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
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	per week	per week
	\$	\$
Wage Level A	682.70	709.10
Wage Level B	658.60	683.90
Wage Level C	599.40	622.00

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses 44.3(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.63	11.72	13.95
Plus 1 year out of school	11.72	13.95	16.24
Plus 2 years out of school	13.95	16.24	18.88
Plus 3 years out of school	16.24	18.88	21.61
Plus 4 years out of school	18.88	21.61	
Plus 5 or more years out of school	21.61		

(b) Wage Level B

Subject to clauses 44.3(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.63	11.72	13.58
Plus 1 year out of school	11.72	13.58	15.61
Plus 2 years out of school	13.58	15.61	18.32
Plus 3 years out of school	15.61	18.32	20.89

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	18.32	20.89	
Plus 5 or more years out of school	20.89		

(c) Wage Level C

Subject to clauses 44.3(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.63	11.72	13.58
Plus 1 year out of school	11.72	13.58	15.27
Plus 2 years out of school	13.58	15.27	17.06
Plus 3 years out of school	15.27	17.06	19.01
Plus 4 years out of school	17.06	19.01	
Plus 5 or more years out of school	19.01		

(d) School-based traineeships

Subject to clauses 44.3(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
10.63	11.72

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses 44.3(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses 44.3(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	22.45	23.33
Wage Level B	21.64	22.48
Wage Level C	19.72	20.47

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses 44.3(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses 44.3(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses 44.3(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

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

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause 44.3(f)(ii) and not by this clause.

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

Appendix D1: Allocation of Traineeships to Wage Levels

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

D1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III

Training package	AQF certificate level
Floristry	III
Food Processing Industry	III

Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

D1.2 Wage Level B

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

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

D1.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

Schedule E— **Supported Wage System**

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

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

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

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

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

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

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

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

Schedule F— 2016 Part-day Public Holidays

This schedule operates in conjunction with award provisions dealing with public holidays.

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

- (a)** All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e)** Excluding annualised salaried employees to whom clause 44.3(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f)** Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g)** An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause 44.3(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (h)** Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

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

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

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative:

Signature of employer representative:

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

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

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative:

Signature of employer representative:

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule I— **Agreement for Time Off Instead of Payment for Overtime**

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative:

Signature of employer representative:

Date signed: ___/___/20___